Greeley City Council Agenda

Regular Meeting
Tuesday, May 19, 2026 at 6:00 PM

City Council Chambers at City Center South,1001 11th Avenue, Greeley, CO 80631
via Zoom at: https://greeleygov.zoom.us/j/88271205789

NOTICE:

City Council Meetings are held on the 1st and 3rd Tuesdays of each month in the City Council Chambers. Meetings are conducted in a hybrid format, with a Zoom webinar in addition to the in-person meeting in Council Chambers.

City Council members may participate in this meeting via electronic means pursuant to their adopted policies and protocol.

Members of the public are also invited to choose how to participate in Council meetings in the manner that works best for them.

Watch Meetings:

Meetings are open to the public and can be attended in person by anyone.
Meetings are televised live on GTV8 on cable television.
Meetings are livestreamed on the City's Meeting Portal https://greeleyco.portal.civicclerk.com/

Participation:

Citizen Input

Residents are welcome to share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Comments are most effective when offered as statements. Council will listen attentively but may not respond to questions during this time. Staff will follow up with pertinent questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers have concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email (**cityclerks@greeleygov.com**), mail, or drop-off at City Clerk's Office (1100 10th St.). Comments will be shared with Council and retained for the record.

Public Hearings

Comments must apply to the specific agenda item. **Time Limit: 3 min.** Same sign up required and participation options as noted above.

For more information about this meeting, to request reasonable accommodations for accessibility purposes in an alternative format, or for meeting agendas, minutes, and archived videos, please contact the City Clerk's Office at cityclerks@greeleygov.com or 970-350-9740.

Mayor
Dale Hall

Mayor Pro Tem
Melissa McDonald - At-Large

Councilmembers
Vacant - Ward I
Deb DeBoutez - Ward II
Johnny Olson - Ward III
Brian Rudy - Ward IV
Ryan Roth - At-Large

City Council
Regular Meeting Agenda

Tuesday, May 19, 2026 at 6:00 PM

City Council Chambers at City Center South,1001 11th Avenue, Greeley, CO 80631
via Zoom at: https://greeleygov.zoom.us/j/88271205789

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1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Resolution appointing David "Craig" Huddleston to the vacant Ward I Office for Councilmember
5. Oath of Office
6. Mayor’s Order for Emergency Succession - Discussion of Council Assignments to Boards and Commissions and Standing Committees
7. Approval of the Agenda
8. Recognitions and Proclamations
    a. Historic Preservation Month Proclamation
    b. Public Works Week Proclamation
    c. National Travel & Tourism Week Proclamation
    d. Early Risers Toastmasters Club #784 Day Proclamation
    e. What's Great About Greeley Report?
9. Citizen Input
10. Reports from Mayor and Councilmembers

11. Initiatives from Mayor and Councilmembers

The Consent Agenda is a meeting management tool to allow the City Council to handle several routine items with one action.

Councilmembers may request an item be pulled off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

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12. Motion to approve the proceedings from the April 16 Special Meeting, April 21 City Council Meeting, and the April 28 Work Session

13. Resolution adopting an IGA with Weld County for new 24 hour ballot box drop off location

14. Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant

15. Resolution of the City Council of the City of Greeley establishing the Mayor's Economic Development Task Force

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End of Consent Agenda

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16. Pulled Consent Agenda Items

17. Public hearing and second reading of an ordinance authorizing a salary and certain benefits for the City Manager

18. Public hearing and second reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the 12th St Outfall and potable water infrastructure

19. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, from Holding Agriculture (H-A) to Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) changing the land use designations for approximately 290.56 acres located southeast of the intersection of and US Highway 34 and County Road 17 (Uptown Rezone ZON2024-0002)

20. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property, known as the “Schmerge” annexation, located generally east of Weld County Road 17 and North of Weld County Road 60 and west of State Highway 257. The subject site is comprised of 219.221 acres.

21. Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property known as the “Kinnison” annexation, located generally east of 131st Ave and north of US Highway 34 and West of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres.

22. Appointments to Boards and Commissions - Downtown Development Authority, Human Relations Commission and Youth Commission

23. Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations

24. Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

25. Scheduling of Meetings, Other Events

26. Adjournment

Council Agenda Summary

May 19, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution appointing David "Craig" Huddleston to the vacant Ward I Office for Councilmember

Summary:

This resolution represents the next step in the process of appointing a councilmember to the Ward I City Council vacancy.

Under the City's Home Rule Charter, a vacancy occurred when Councilmember Butler accepted nomination for another elective office, effective March 18, 2026. The Charter requires Council to appoint an eligible person to fill the vacancy until the next general municipal election in November 2027.

While the Charter requires an appointment, the selection process is at the Council's discretion. At the March 24 work session, Council directed staff to open an application period through April 17. A total of 15 applications were received, with 13 qualified applicants moving forward.

At the April 28 work session, Council provided direction to proceed with interviews on May 5, with the Council meeting beginning at 5:00 p.m. Council will first identify five or six finalists to interview. Each finalist will be asked general questions, followed by any Councilmember follow-up questions.

At the May 5 Council Meeting, council interviewed and voted by ballot. David "Craig" Huddleston was appointed to the Ward I Council seat with the majority of votes.

The resolution will ratify the appointment with a term expiring at the November election in 2027. Judge Gonzales will administer the oath of office and Councilmember Huddleston will be seated at the dais.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 73, 2026

CITY OF GREELEY, COLORADO

RESOLUTION NO. 73, 2026

A RESOLUTION APPOINTING DAVID "CRAIG" HUDDLESTON TO THE VACANT WARD I OFFICE OF COUNCILMEMBER

WHEREAS, pursuant to Section 2-5 of the Greeley Municipal Charter, if a vacancy occurs in the Office of Mayor or Councilmember, the Council shall appoint an eligible person to fill such vacancy until the next general municipal election; and

WHEREAS, Councilmember Tommy Butler resigned at the March 17, 2026 City Council meeting, which created a vacancy for the Ward I Office; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Greeley to fill the vacancy by appointing an eligible candidate; and

WHEREAS, the City Council received numerous applicants and interviewed six eligible candidates; and

WHEREAS, the City Council voted by ballot, on May 5, 2026, to appoint David “Craig” Huddleston to fill the vacancy for Ward I.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY, COLORADO:

<u>Section 1.</u> The City Council hereby appoints David "Craig" Huddleston to the vacant office of Ward I Councilmember.

<u>Section 2.</u> The term of office for Mr. Huddleston is until the next general municipal election, whereas the vacancy shall be filled by election for the unexpired term.

<u>Section 3</u>. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ DAY OF ____, 2026.

ATTEST: **THE CITY OF GREELEY, COLORADO**

By : ________________________________ **By: ________________________________**

Deputy City Clerk **Mayor**

Council Agenda Summary

Title
Oath of Office

Summary
The new Councilmember will take the oath of office and be sworn in by Judge Gonzales. After being sworn in, the new councilmember will take their seat at the dais.

City of Greeley Colorado
Great. From the Ground Up.

OATH OF OFFICE

State of Colorado)
County of Weld) S.S.
City of Greeley)

I, David "Craig" Huddleston, do solemnly swear that I will support the Constitution of the United States of America, the Constitution of the State of Colorado, and the Charter and Ordinances of the City of Greeley, and that I will faithfully perform the duties of the office of Councilmember Ward I upon which I am about to enter.

____
Signature

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal this 19th day of May 2026.

____
Mark Gonzales, Municipal Judge

Council Agenda Summary

Title
Mayor’s Order for Emergency Succession - Discussion of Council Assignments to Boards and Commissions and Standing Committees

Summary

Mayor’s Order for Emergency Succession

The Charter provides that the Mayor may exercise certain authorities in emergency situations. In the absence of the Mayor and Mayor Pro Tem, the Mayor shall designate written emergency success order for the remaining councilmembers. This document provides that succession order.

Discussion of Council Assignments to Boards and Commissions and Standing Committees

This document provides the list of Council liaisons to standing committees.

Attachments:

Mayor’s Order for Emergency Succession

Council Assignments to Boards and Commissions and Standing Committees

Mayor’s Order for Emergency Succession

City of Greeley, Colorado

May 19, 2026

WHEREAS, Section 3-2 of the Greeley City Charter provides that the Mayor shall be a conservator of the peace, and in emergencies may exercise within the City the powers conferred by the Governor of the State of Colorado for purposes of military law, and shall have authority to command the assistance of all able-bodied citizens to aid in the enforcement of the ordinances of the City and to suppress riot and disorder; and

WHEREAS, in the absence of the Mayor and Mayor pro tem, the Mayor shall designate a written emergency succession order for the remaining Councilmembers. The Mayor, Mayor pro tem or succeeding Councilmembers shall have the authority to suppress riot and disorder, and may exercise all powers conferred by the Governor of the State for purposes of military law; and

WHEREAS, If any emergency Council designate is not available immediately and the emergency dictates, the next designate in order of succession may be contacted.

NOW THEREFORE, IT IS HEREBY ORDERED that the Emergency Succession Order is established as follows:

- Dale Hall – Mayor
- Melissa McDonald – Mayor Pro Tem
- Johnny Olson – Councilmember
- Deb DeBoutez – Councilmember
- Brian Rudy – Councilmember
- Ryan Roth – Councilmember
- Craig Huddleston - Councilmember

Dated this 19th day of May 2026.

CITY OF GREELEY, COLORADO

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By: Dale Hall, Mayor

ATTEST:

____
Heidi Leatherwood, City Clerk

Work Session Agenda Summary

Title:
Reports from Mayor and Councilmembers

Background:

Board/Committee	Meeting Day/Time	Assignment
Airport Authority	3rd Thu, 3:30 p.m.	Hall/McDonald
Board/Commission Interviews (Team of 2)	monthly as needed	Council Rotation
CML Executive Board Opportunity	as needed	Hall
CML Other Opportunities	as available/desired	
CML Policy Committee (Council or Staff)	as needed	McDonald/McBroom
Downtown Development Authority	3rd Thu, 7:30 a.m.	Butler/Roth
Employee Health Board	as needed	DeBoutez
Highway 34 Coalition	as needed	Olson
Highway 85 Coalition	as needed	Rudy
Historic Preservation Loan Committee	as needed	DeBoutez
Human Relations Commission	2nd Monday, 5 p.m.	DeBoutez
Interstate 25 Coalition	as needed	Olson
Island Grove Advisory Board	1st Thu, 3:30 p.m.	Butler/Roth
National League of Cities Transportation and Infrastructure Services Committee	as needed	Olson
Parks & Recreation Board	1st Friday, 7 a.m.	DeBoutez
Police Pension Board	quarterly	Rudy
Poudre River Trail	1st Thu, 7 a.m.	Hall
Regional Opioid Council	as needed	Hall
Transportation/Air Quality MPO	1st Thu, 6 p.m.	Olson/Rudy
Upstate Colorado Economic Development	last Wed, 7 a.m.	Hall
Water & Sewer Board	3rd Wed, 2 p.m.	Hall
Weld Project Connect Committee (United Way)	as needed	Rotation
Youth Commission Liaison	4th Mon, 6 p.m.	McDonald
Clearview Library District Liaison	As needed	Rudy
US34 TMO	1st Thu, 4:30 p.m.	DeBoutez

Item: 5.

Council Agenda Summary

Title:
Recognitions and Proclamations

Summary:
Mayor Hall will present the following proclamations:

- Historic Preservation Month Proclamation
- Public Works Week Proclamation
- National Travel & Tourism Week Proclamation
- Early Risers Toastmasters Club #784 Day Proclamation

Councilmember DeBoutez will present the *What's Great about Greeley* Report.

Introduction for Public Works Director, Seth Sorensen

Attachments:
Historic Preservation Month Proclamation
Public Works Week Proclamation
National Travel & Tourism Week Proclamation
Early Risers Toastmasters Club #784 Day Proclamation
What's Great About Greeley Report?

City of Greeley Colorado

Historic Preservation Month

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, realizing economic growth, and maintaining community character, and is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as people; and

WHEREAS, the City of Greeley and the Greeley Historic Preservation Commission desire to collaborate in honoring Greeley's and Colorado's historic resources and sites and promoting the importance of preserving those resources; and

WHEREAS, May is National Historic Preservation Month, and in recognition of this month the Commission plans to celebrate by showing the Windows of Time documentaries and video walking tours on GTV8, hosting a public Historic Preservation Month celebration at the Greeley Creative Arts Center at the historic Macy Allnutt Funeral Home Building at 702 13th Street on May 21st at 5 p.m., presenting Historic Preservation Month awards, and hosting a May 28th History Hour Presentation.

NOW, THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 2026 as Historic Preservation Month and call upon the people of Greeley to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Greeley to be affixed, this 19th day of May 2026.

____

Dale Hall
Mayor

National Public Works Week Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of City of Greeley Colorado; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, stormwater systems, fleet. Transit, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in City of Greeley Colorado: to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, I, Dale Hall, by virtue of authority vested in me as Mayor of the City of Greeley, Colorado, do hereby proclaim the week of May 17–23, 2026, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all..

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Greeley to be affixed, this 19th day of May 2026.

____
Dale Hall, Mayor

National Travel & Tourism Week

WHEREAS, the travel industry is essential to the success of every industry and will continue to be a critical part of Greeley, Colorado's economy, development, and workforce.

WHEREAS, travel is an economic powerhouse for every state and destination across the country, with an economic output of $28.5 billion in Colorado, supporting 457,000 Coloradan jobs in 2024; and

WHEREAS, travel spending supports vibrant and safe communities in Colorado and across the United States by generating $197 billion in federal, state and local tax revenue in 2025 to support essential services, such as education, emergency response, public safety and more.

WHEREAS, travel enables success for all industries—including manufacturing, agriculture, defense, healthcare and more—by driving sales growth, innovation, education, and operations that power our economy, our nation, and Greeley, Colorado; and

WHEREAS, Greeley attracts visitors throughout the year, greatly benefiting the local economy. In 2024, Greeley and Weld County generated nearly $447.1 million from direct travel spending; and

WHEREAS, Visit Greeley is committed to working together with tourism partners in our community, across the region and state to continue to grow the local travel industry; and

WHEREAS, travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits businesses, fosters mutual understanding and connects the nation; and

WHEREAS, welcoming visitors from near and far has always been and will continue to be the core principle of the travel industry and Greeley.

NOW THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim May 3- May 9, 2026, as ***National Travel and Tourism Week*** in Greeley, and urge residents of Greeley to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 19th day of May 2026.

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Dale Hall, Mayor

Early Risers Toastmasters Club #784 Day

WHEREAS, verbal communication is one of the most important and consistently necessary area of our lives; and

WHEREAS, Toastmasters International was founded in 1924 to help individuals become more proficient in achieving their personal goals in regard to communication and to increase their self-confidence which impacts all areas of their lives; and

WHEREAS, Early Risers Toastmasters Club #784 was chartered on May 8, 1951 in Greeley, Colorado, providing a supportive and positive learning experience for members to develop self-confidence, public speaking, and leadership abilities; and

WHEREAS, Early Risers Toastmasters Club #784 has dedicated 75 years to helping Greeley, Colorado, residents gain the skills necessary to succeed in their personal and professional lives, ultimately benefiting the community; and

WHEREAS, fear of public speaking is a number one fear of most individuals and Toastmasters helps many individuals to overcome this fear, improve their communication, and become more effective leaders; and

WHEREAS, the members of Early Risers Toastmasters Club #784 have committed to the core values of integrity, respect, service, and excellence.

NOW THEREFORE, I, Dale Hall, by virtue of the authority vested in me as Mayor of the City of Greeley, do hereby proclaim that May 8, 2026 was recognized as ***Early Risers Toastmasters Club #784 Day*** in Greeley, and urge all citizens to recognize the value of Toastmasters in empowering individuals through personal and professional development.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Greeley, Colorado, this 19th day of May 2026.

____

Dale Hall, Mayor

City of Greeley Colorado

GreeleyCo.gov

City Council Meeting

May 19, 2026


In all ways, we will transmit this City not only, not less, but greater and more beautiful than it was transmitted to us.
- Athenian Oath

Greeley's Hope Springs Community Highlighted by Habitat International Magazine

- Nationally recognized for its community-driven approach to affordable housing.
- The community is creating long-term opportunity with affordable homes, on-site amenities, and a model designed to keep housing within reach for generations.

Building affordable homes for generations to come

"We finally have a place to truly call our own," Frankie says.

Frankie is a veteran and single father of three living in Greeley, Colorado. For years, he balanced the weight of rising rent and medical bills for his daughter, who is battling an autoimmune disease.

Now, as he moves his family into the Hope Springs neighborhood, he can focus on creating a future for himself and his children.

"An affordable home means stability and a lot of peace of mind," he says.

"We finally have a place to truly call our own."

6 HABITAT.ORG

Northridge's Jesse Granados was named Colorado's 2026 State Youth of the Year

- This honor reflects his character, service, and excellence, and the supportive community that helped him succeed.
- He will compete at the Regional Southwest Youth of the Year Competition on May 14.

City of Greeley Colorado

Billie Martinez Elementary Receives Statewide Center of Excellence Award

- Second consecutive year that Martinez Elementary received this award.
- The award recognizes exceptional academic growth for schools serving at-risk students.

Greeley Business Beat Podcast Recognized in the Communicator Awards

- Two categories: Individual Episodes- Business and Features- Storytelling.
- The podcast elevates local business stories and strengthens community connections.

City of Greeley Colorado

Greeley Recreation Received a $10,000 Donation for the Youth Assistance Fund

- United Way of Weld County donated $10,000 to support Greeley youth scholarships.
- Scholarships help eligible youth access recreation programs, classes and activities.

City of Greeley Colorado

City of Greeley Colorado

GreeleyCo.gov

City of Greeley Colorado

Council Agenda Summary

Title

Citizen Input

Summary

You are welcome share comments or speak on agenda items that are not part of a public hearing. Each speaker will have up to 3 minutes. Council will listen closely to comments and may have staff follow up on specific questions.

- **In Person:** Sign up in Council Chambers (1001 11th St.) with name and address.
- **Virtual via Zoom:** After in-person speakers has concluded. Name and address required.
- **Written:** Submit by **12 p.m. meeting day** via email (**cityclerks@greeleygov.com**), mail, or drop-off at City Clerk's Office (1100 10th St.). Comments will be shared with Council and retained for the record.

Council Agenda Summary

Title
Reports from Mayor and Councilmembers

Summary
During this portion of the meeting any Councilmember may offer announcements or reports on recent events and happenings. These reports should be a summary of the Councilmember's attendance at assigned board/commission meetings and should include key highlights and points that may require additional decision and discussion by the full Council at a future time.

Council Agenda Summary

Title
Initiatives from Mayor and Councilmembers

Summary
During this portion of the meeting any Councilmember may bring before the Council any business that the member feels should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda, but formal action on such matters shall be deferred until a subsequent Council meeting.

Initiatives will generally fall into three categories:

1. A policy item for Council deliberation and direction for a future Worksession, Committee meeting, or regular/special Council meeting;

2. A request to the City Manager for information or research;

3. A request involving administrative processes or procedures.

At the close of this portion of the meeting, the Mayor will confirm Council's consensus that the individual requests be pursued.

Attachments
Status Report of Council Initiatives and Related Information

Greeley City Council

Status Report of Council Initiatives

Initiative No.	Council Member Initiating	Council Request	Council Meeting or Work Session Date Requested	Next Steps & Schedule	Anticipated Deliverable & Date (Report, Council Presentation, etc.)	Assigned to:
11-2023	Clark/Butler	**Artificial turf and landscape standards**	August 1, 2023 Council Meeting	•Come back to Council with a draft ordinance	Landscape standards will be presented at the June 9 work session.	Don Threewitt
5-2024	Hall	**Impact Fee Study Structure**	May 7, 2024 Council Meeting	Requested staff bring a report to a future work session explaining more in depth the Impact Fee Study Structure - how the ratio is calculated, review process, timeline of review, and development fees	DTA was awarded the contract and that process has now started. The consultant is working on completing the study by the end of December. Tentatively scheduled to return to council in July 2026.	Allena Portis
8-2024	Olson	**Code Compliance**	Oct 1, 2024 Council Meeting	Part 1 - Requested staff to present at a future work session on code compliance- what is compliant and what is not and to develop a plan to assist with low-income residents specifically relating to yards and vegetation Part 2 - More information needed on specific options on landscaping; enhancing voluntary compliance ticketing system	Following the February council meeting Code Compliance has been focusing on the council's direction to: Explore how to speed up compliance without immediate ticketing. How to enhance voluntary compliance. Remains on track. The snow removal education campaign was launched via the City Scoop on December 4, 2025. Council was updated through the Weekly Council Update on December 5, 2025. Staff presented at the April 14, 2026 WS.	Kelli Johnson/Buxton Demers
13- 2024	Butler	**Audit of Development Code**	Dec 10, 2024 Council WS	Discrepancies in the code and would like an administrative fix of the R-M zoning issue if possible, and then a full audit of the Development Code.	Recieved proposals on 2/13 and now in the evaluation Started phase 1 (procedures chapter). Remaining phases are on HOLD pending budget decisions. The audit report is complete and will be provided in City Council's June 9 worksession packet. Larger Development Code updates will be brought forward in late 2026 and in 2027	Don Threewitt
3-2025	DeBoutez	**Public Art Program**	March 18, 2025 Council Meeting	Research the Public Art Program with 3 components: expanding the program to include local performing art groups, clarify the funding source for the 1% for all of the capital improvement projects, and reporting of when the money is appropriated to the program.	Staff will return to Council for update. TBD. Need Update	Diana Frick
11-2025	McDonald	**Contractor Licensing**	Council Meeting	Requested staff to come back on a Work Session to present information on changing the code for contractors being licensed in the City specifically roofers.	Staff working on implementation strategy/timeline and will bring ordinance to council TBD.	Don Threewitt
01-2026	Olson	**MERGE Project Update**	Council Meeting 1/6/2025	Monthly MERGE update with Mayor and Councilmember Olson. A quarterly meeting to done at a meeting.	Presentation scheduled May 26, 2026 WS.	Public Works

02-2026	Hall	**Economic Development Mayor Task Force**	Council Meeting 1/6/2026	Focus is on business retention, business attraction, workforce development, and housing. The task force would include business leaders, educators, developers, small businesses, and residents. The objective is to see why businesses are closing, what can be done to improve, and look into whether it is the economy or the causes.	EDUR intends to present a resolution at the May19 Council Meeting to form the Task Force and have the Mayor appoint and recognize a Chairperson. The Chair will then conduct the rest of the proceedings to finalize the creation of the Task Force, with final selection of the total task force coming in the following weeks. All associated public facing correspondence (press release, LinkedIn, etc.) queued up ready to go. The Strategic Teams document is updated to reflect necessary changes with respect to Housing target participants, and contains a robust list of prospective candidates. Per CAO - The Task Force is subject to Open Meetings Law and will be formed under the same rules and procedures as a permanent Board or Commission. Staff will present at the May 12 work session to obtain consensus from council on how to proceed with the next steps	EDUR/CMO
03-2026	Butler	**Marijuana Feasibility Preliminary Information**	Council Meeting 1/20/2026	Preliminary information for a feasibility study for sale, enforcement and regulation of MJ to include potential revenue. Include best practices from other municipalities.	CCO, PD, EDUR, CD, Budget, and HPG have reviewed information from neighboring communities and compiled a report including, revenue projections, licensing practices, costs, staff support, enforcement and other impacts. Staff is preparing a report to be sent to council in a CM Friday memo.	CD/CCO
06-2026	Butler	**Signs in Parkways and Enforcement**	Council Meeting 2/17/2026	Staff to look at Sign Code section that relates to parkways and enforcement. Parkway is an area that homeowners have between the sidewalk and curb and the current code is not clear on whether a sign can be placed in that area. Therefore the request is for staff to bring back information on this and options to change that code. Particulary one of the options being that homeowners can place signs in this area and allow an opprtunity for council to discuss.	Staff is bringing draft Sign Code updates for City Council consideration at the June 9 worksession.	Code Compliance/CD

Council Agenda Summary

May 19, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Motion to approve the proceedings from the April 16 Special Meeting, April 21 City Council Meeting, and the April 28 Work Session

Summary:

Council met on April 16 at a special meeting to conduct interviews for the Citizen Oversight Committee and for regular business and actions on April 21. Council met on April 28 at a work session to receive information for consensus and direction. The drafts of the proceedings for the meetings are attached.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact

Legal Issues:

None

Other issues and Considerations:

None

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

Approve the motion.

Attachments:

1. 04.16.2026 Special Meeting Draft Minutes
2. 04.21.2026 Regular Meeting Draft Minutes
3. 04.28.2026 Work Session Draft Minutes

City of Greeley, Colorado

City Council Special Meeting Proceedings

Thursday, April 16, 2026

1. **Call to Order**
   Mayor Hall called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. **Pledge of Allegiance**
   Mayor Hall led the Pledge of Allegiance.

3. **Roll Call**
   City Clerk Heid Leatherwood called the roll.
   The following were present:

   Councilmember Deb DeBoutez
   Mayor Pro Tem Melissa McDonald
   Councilmember Johnny Olson
   Councilmember Ryan Roth
   Councilmember Brian Rudy
   Mayor Dale Hall

4. **West Greeley Citizen Oversight Committee Applicant Interviews**
   Mayor Hall explained the special meeting format for conducting interviews for the West Greeley Citizen Oversight Committee. The process involved three groups of applicants interviewed in panel style, with each participant having 90 seconds to respond to three questions. Acting City Manager Brian McBroom would read the questions, and the city attorney would keep time using a visual timer system. Council would vote by ballot to select appointees after each group, with multiple rounds of voting if necessary.

   Mayor Hall emphasized the significant commitment required, stating that selected committee members should expect to dedicate approximately 2 to 3 hours per week and attend all in-person meetings for a duration of at least 6 weeks.

   There were three groups of interviews.

   Group one consisting of residents Bob Locke, William Schneider, Stephanie Ludwigsen, Dennis Hall, Louisa Andersen, William George, and Jeffrey Kennedy began at 6:01 p.m. with Mr. McBroom asking the following questions:

   1. What motivates you to serve on this committee, and what unique skill would you bring to navigate this complex issue?
   2. Describe your approach to working with others when there is disagreement.
   3. When the information is complicated and the community is divided, what will you base your recommendations on?

   Group two comprised of Scott Ehrlich, Scott Mcpherson, Robert Slovick, Barry Bode, Nick Kenny, and Paul Paxson began at 6:46 p.m.

Group three composed of Matthew Canterbury, Beau Doran, Thomas Donkle, Michael Trotter, Jesse Allen, and Tom Pfankuch began at 7:15 p.m.

City Clerk Heidi Leatherwood tallied the results and announced the following appointments to the West Greeley Citizen Oversight Committee:

Bob Locke, Stephanie Ludwigsen, Jeffrey Kennedy, Scott Ehrlich, Nick Kenny, Scott Mcpherson, Tom Pfankuch, Jesse Allen, and Michael Trotter

Mayor Hall thanked all participants for coming and expressed appreciation for their commitment to Greeley, acknowledging the significant task ahead for the appointees. He also thanked city staff for their efforts during a busy week.

5. **Adjournment**
With no further business to come before the Council, Mayor Hall adjourned the meeting at 7:46 p.m.

Approved:

X
____
Dale Hall
Mayor

Attested:

X
____
Heidi Leatherwood
City Clerk

City of Greeley, Colorado

City Council Meeting Proceedings

Tuesday, April 21, 2026

1. **Call to Order**
   Mayor Hall called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. **Pledge of Allegiance**
   Mayor Hall led the Pledge of Allegiance.

3. **Roll Call**
   City Clerk Heidi Leatherwood called the roll.
   The following were present:

   Councilmember Deb DeBoutez
   Mayor Pro Tem Melissa McDonald
   Councilmember Johnny Olson
   Councilmember Brian Rudy
   Councilmember Ryan Roth
   Mayor Dale Hall

4. **Approval of the Agenda**
   None.

5. **Recognitions and Proclamation**

   Ed Clark National Youth Service Day Proclamation
   Mayor Hall read the Ed Clark National Youth Service Day Proclamation at 6:01 p.m. Present to accept were members of the Youth Commission, including Chair Damian Sanchez. Mr. Sanchez introduced the Ed Clark Nation Youth Award winner Moises Guzman Gamino. Mayor Hall presented a plaque and the $1,000 scholarship.

   Sexual Assault Awareness Month Proclamation
   Mayor Hall read the Sexual Assault Awareness Month Proclamation at 6:10 p.m. Present to accept the proclamation was Allison Jones-Lockwood from SAVA Center.

   Arbor Day Proclamation

   Mayor Hall read the Arbor Day Proclamation at 6:13 p.m. declaring April 25, 2026, as “Arbor Day in Greeley”. Forestry Manager Shiloh Hatcher was present to accept. The Arbor Day celebration will be held at Centennial Park at 9 a.m. by the playground.

Records and Information Management Proclamation
Mayor Hall read the Records and Information Management Proclamation at 6:18 p.m. Present to accept the proclamation were Municipal Records Management Team Lead Mandy Brigham and Assistant City Clerk Pax Faulconer.

What's Great About Greeley Report
Councilmember Olson presented the "What's Great About Greeley" report, at 6:23 p.m.

6. **Citizen Input**
    1. Tiffany Simmons thanked Councilmembers DeBoutez and Rudy for being responsive to residents and engaging in difficult conversations, responding to community concerns.
    2. Kathy Hasch spoke about financial hardships many residents struggle with.
    3. Bill Gillard discussed the citizen oversight committee formation, noting it took significant citizen action and expense to get the council's attention.
    4. Steve Teets spoke about the squeaky bus brakes and presented documentation about health hazards.
    5. David Heald used the story of the Titanic as an analogy to discuss current economic concerns.
    6. Peggy Sue Squires spoke on the positive aspects of Greeley including UNC football players entering the NFL draft and supported Brian McBroom as city manager.
    7. Mary Metzger spoke about diversity issues related to the oversight committee process.
    8. Jennifer Andrews spoke about diversity concerns.
    9. Robert Lewis spoke about Girl Scout Troop 18 and explained the scouts had attended the meeting to complete their communications merit badge.
    10. Evan Peterson spoke about the labor movement history and questioned council’s representation of the community.
    11. Alexandra Lavelle spoke about council decisions and lack of support for JBS strike.

7. **Reports from Mayor and Councilmembers**

Councilmember Olson provided an update on the MERGE project, reporting that the contracts are being signed and documents being prepared with the Colorado Department of Transportation.

Mayor Pro Tem McDonald attended the State of the City event and thanked staff for their work organizing it. She attended a water tour with Councilmember Roth and recommended the book "Confluence" about Greeley's water history. She announced Project CONNECT for October 15th and invited participation in the Arbor Day celebration.

Councilmember Roth attended the State of the City event and highlighted Nelvis Alvarez's work recruiting minority community attendance. He reported on DDA meetings discussing TIF funding and upcoming Friday Fest season beginning with Greeley Blues Jam. He attended the NOCO refugee quarterly consultation discussing SNAP benefits and food security.

8. Initiatives from Mayor and Councilmembers
None.

Consent Agenda

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9. Motion to Approve the City Council Work Session Proceedings of March 24, 2026

10. Resolution Concerning the Proposed City of Greeley, Colorado, Water Revenue Bonds, Series 2026

11. Resolution Concerning the Proposed City of Greeley, Colorado, First-Lien Sewer Improvement Revenue Bonds, Series 2026

12. Resolution Accepting Dedication of Right-of-Way for 83rd Avenue

13. Resolution Adopting the 2025 - 2030 Weld County Multi-Jurisdictional Hazard Mitigation Plan

14. Resolution Appointing Citizens to the West Greeley Project Citizen Oversight Committee

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End of Consent Agenda

<u>Councilmember Olson moved to approve Consent Agenda Items 9-14. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:02 p.m.</u>

15. Pulled Consent Agenda Items
None.

16. Resolution naming a finalist for the position of City Manager and authorizing the Human Resources Director to make a conditional offer of employment
Human Resources Director Martha Lanaghen introduced the item at 7:03 p.m.

Mr. Lanaghen presented Brian McBroom's background, noting his start with Greeley in June 2023 as Community Development Director, later adding economic development duties, and appointment as acting city manager in November 2025. She highlighted his education from the University of Michigan, previous experience as Commerce City manager and LaSalle town administrator, and personal interests.

Mayor Hall explained the search process, noting that over 60 applications were received and narrowed to candidates for interview, but no suitable candidate was found among external applicants. He thanked Mr. McBroom's willingness to serve as acting manager while initially declining to seek the permanent position.

Councilmembers appreciated his leadership, positivity, and steady guidance during challenging times.

Mr. McBroom thanked Council for their confidence in the entire staff team's hard work during difficult circumstances.

Councilmember Olson moved to adopt the resolution. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:09 p.m.

17. **Public hearing and second reading of an ordinance amending Section 24-1408 of Chapter 14 of Title 24 of the Greeley Municipal Code regarding a modification to the West Greeley GID inclusion area**
    Interim Planning Manager Caleb Jackson introduced the item at 7:10 p.m.

    Mr. Jackson presented revisions to the West Greeley General Improvement District (GID) inclusion area, removing entitled development in Poudre Heights that wouldn't benefit from GID improvements, while adding Great Western Industrial Park and the Hankins property areas that would likely benefit from improvements.

    Councilmember DeBoutez questioned the process of including unannexed properties. Mr. Jackson explained that properties would be required to join the GID upon annexation.

    Mayor Hall opened the public hearing at 7:14 p.m.
    With no public comment the public hearing closed at 7:15 p.m.

    Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6-0 at 7:15 p.m.

18. **Public hearing and second reading of an ordinance annexing to the City of Greeley, Colorado, certain unincorporated territory located in Weld County, Colorado, known as "West Lowell"**
    Interim Director of Community Development Don Threewitt introduced the item at 7:15 p.m.

    Mr. Threewitt presented for both Items 18 and 19 - the annexation and zoning of 56.66 acres of agricultural land east of North 59th Avenue, currently undeveloped and used for agriculture and open space. Mr. Threewitt explained that the annexation aligns with comprehensive plan designations for city-owned natural area, riparian land, and rural neighborhood uses.

    Mayor Hall opened the public hearing at 7:19 p.m.
    1. Steve Teets spoke about annexation costs and the need to address existing city infrastructure before expanding.

    With no further comments the public hearing closed at 7:22 p.m.

    There were no questions from Council.

<u>Councilmember DeBoutez moved to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion passed 6-0 at 7:23 p.m.</u>

18. **Public hearing and second reading of an ordinance to establish zoning of the properties collectively known as ZON2024-0008, West Lowell Establishment of Zoning**
    Using the same presentation, Mr. Threewitt introduced the item at 7:23 p.m.

    Mr. Threewitt explained the proposed zoning districts of holding agriculture and conservation districts for the annexed property, designed to preserve undeveloped character while allowing limited agricultural and recreational uses.

    Mayor Hall opened the public hearing at 7:24 p.m.
    With no comment the public hearing closed at 7:24 p.m.

    <u>Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember DeBoutez seconded the motion. The motion passed 6-0 at 7:25 p.m.</u>

19. **Public hearing and second reading of an ordinance to reappoint Municipal Judge Mark Gonzales to a new four-year term**
    Human Resources Director Martha Lanaghen introduced the item at 7:25 p.m.

    Ms. Lanaghen presented Judge Gonzales' performance record, including managing increasing caseloads from 12,000 to 17,000 cases while achieving 101% case resolution efficiency and reducing average disposition time from 83 to 67 days. She noted the courts collected over $5 million in revenue during his term. She highlighted his judicial review board ratings and employee testimonials for legal expertise, commitment to justice, and transformation of court operations.

    Mayor Hall opened the public hearing at 7:28 p.m.
    With no public comment, the public hearing closed at 7:28 p.m.

    Councilmember Olson spoke about the consistently positive reviews from lawyers, staff, and court participants.

    Councilmember Rudy shared observations from attending court sessions, noting Judge Gonzales' professionalism and fair treatment of all citizens.

    <u>Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Mayor Pro Tem McDonald seconded the motion. The motion passed 6-0 at 7:31 p.m.</u>

20. Public hearing and second reading of an ordinance appropriating additional sums to defray the expenses and liabilities of the City of Greeley for the balance of the fiscal year of 2026

Deputy Director of Budget and Policy Kalen Myers introduced this item at 7:31 p.m.

Ms. Myers presented the annual supplemental appropriation of $59 million in expenditures, including $34 million in carryover from 2025 and $22 million in new requests. She highlighted that new general fund requests totaling $521,000 were offset by grants and other revenues, requiring no new draws from the general fund balance.

Key items included Cameron Peak fire mitigation ($4.2 million), victim services funding, school resource officers, Keep Greeley Moving carryover ($5.9 million), 83rd Avenue improvements, and completion of projects like Red Tail Park and 16th Street enhancements.

Mayor Hall opened the public hearing at 7:39 p.m.
1. Peggy Sue Squires asked about the homeless shelter funding and if it was going to be affected by this appropriation. Ms. Myers clarified it was not included in this appropriation, as it was already included in the 2026 budget.

With no further comments, the public hearing closed at 7:40 p.m.

<u>Mayor Pro Tem McDonald moved to adopt the ordinance and publish with reference to title only. Councilmember Olson seconded the motion. The motion passed 6-0 at 7:40 p.m.</u>

21. Public hearing and second reading of an ordinance providing for the issuance by the City of Greeley, Colorado, acting by and through its water enterprise, of its Water Revenue Bonds, Series 2026

Division Treasurer Robert Miller introduced the item at 7:41 p.m.

Mr. Miller presented the $50 million water bond issuance with 20-year maturity, average annual payments of $4.1 million, and total repayment cost of $74 million. The bonds would fund water rights purchases, transmission and distribution system improvements, storage infrastructure rehabilitation, and Terry Ranch aquifer access infrastructure.

Councilmember Olson asked what the expected interest rates would be. Municipal advisor Jason Simmons indicated current interest rates are just over 4%, with a maximum allowance of 5.25% built into the ordinance for market volatility protection.

Mayor Hall opened the public hearing at 7:46 p.m.
1. Steve Teets asked the city to save money instead of issuing bonds, noting the burden of increased rates for services.

With no further comments, the public hearing closed at 7:47 p.m.

<u>Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion carried 6-0 at 7:48 p.m.</u>

22. **Public hearing and second reading of an ordinance authorizing the issuance and sale by the City of Greeley, Colorado, acting by and through its sanitary water enterprise, of First-Lien Sewer Improvement Revenue Bonds, Series 2026**

Division Treasurer Robert Miller introduced the item at 7:47 p.m.

Mr. Miller presented the parallel $50 million sewer bond issuance with identical terms for wastewater treatment facility rehabilitation, generator replacement, trunk sewer expansion, and regional treatment capacity investments.

Councilmember DeBoutez confirmed the double-A-plus rating applied to each enterprise separately. Councilmember Olson questioned the rehabilitation phases, with Water and Sewer Director Sean Chambers explaining this completed phase 2 of regulation compliance work while earning star credits that delayed more expensive regulatory requirements from the early 2030s to late 2030s, avoiding $100 million in future costs.

Mr. Chambers emphasized the facility's $16.5 million annual operating cost and noted that replacing the facility would cost $250-300 million, making maintenance investments crucial for industrial capacity and community jobs.

Mayor Hall opened the public hearing at 7:49 p.m.

1. Kathy Hasch questioned why the $100 million combined bond issuance wasn't put to public vote. City Attorney Stacy Aurzada explained that enterprise funds don't require voter approval under state law.

With no additional comments, the public hearing closed at 7:57 p.m.

<u>Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember Roth seconded the motion. The motion passed 6-0 at 7:58 p.m.</u>

23. **Public hearing and second reading of an ordinance amending Section 1-4 of the Greeley Municipal Code relating to definitions of elections**

City Clerk Heidi Leatherwood introduced the item at 7:58 p.m.

Ms. Leatherwood presented proposed amendments to define "general municipal election" as elections for council members or mayors, with all other elections being "special elections." The changes aimed to eliminate ambiguity that created confusion during recent petition processes.

Councilmember DeBoutez questioned how this would affect citizen initiative signature requirements. Staff explained that initiatives would still use general election vote totals for signature thresholds, but the definition would clarify which elections qualified as "general" versus "special."

Mayor Hall opened the public hearing at 8:02 p.m.

1. Bill Gillard spoke about the rushed process to change the code and lack of clear explanation. City Attorney Aurzada clarified that general elections would be odd-year elections when council members and mayors are elected, while special elections would be any others, including even-year elections with ballot measures.
2. Tiffany Simmons spoke about the clarification but suggested more specific language referencing "odd numbered years during the regular election cycle" to prevent future interpretation issues, particularly regarding potential recall elections.

With no further comments, the public hearing closed at 8:11 p.m.

Councilmember Olson moved to adopt the ordinance and publish with reference to title only. Councilmember Rudy seconded the motion. The motion passed 6-0 at 8:11 p.m.

24. **A motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances**

    Mayor Pro Tem McDonald moved to approve the motion. Councilmember Olson seconded the motion. The motion passed with a voice vote of 6-0 at 8:12 p.m.

25. **Scheduling Meetings, Other Events**
    None.

26. **Adjournment**
    With no further business to come before Council, Mayor Hall announced the meeting was adjourned at 8:12 p.m.

Approved:

____
Mayor

Attested:

____
City Clerk

City of Greeley, Colorado

City Council Work Session Proceedings

Tuesday, April 28, 2026

1. **Call to Order**
   Mayor Hall called the meeting to order at 6 p.m. in the City Council Chambers at 1001 11th Ave, Greeley, Colorado, with hybrid participation available via the City's Zoom platform.

2. **Pledge of Allegiance**
   Mayor Hall led the Pledge of Allegiance.

3. **Roll Call**
   Deputy City Clerk Naomi Gonzales called the roll.
   The following were present:

   Councilmember Deb DeBoutez
   Mayor Pro Tem Melissa McDonald
   Councilmember Johnny Olson
   Councilmember Brian Rudy
   Councilmember Ryan Roth
   Mayor Dale Hall

4. **Reports from Mayor and Councilmembers**

   Councilmember Olson attended a meeting held with the city's transit group, noting that the city has been drawing on local funds to support the Poudre Express and US 34 bus routes. He stated his intention to work with the North Front Range transportation coordination group over the coming months to develop a more balanced regional funding model, reorienting the routes as commuter service rather than local service.

   Mayor Pro Tem McDonald attended the MCR ribbon cutting for their new emergency room facility. She also attended a Regional Leaders presentation in Fort Collins regarding Forge Campus, a developer who has repurposed former Hewlett Packard campuses in Fort Collins and Loveland into business incubator districts. She recognized the Forestry Department for planting 170 trees in advance of Arbor Day.

   Councilmember DeBoutez highlighted upcoming community events including the UNC Jazz Festival, the Cinco de Mayo celebration on Sunday, May 3, in downtown, and the season-opener for the Farmers Market on Saturday at Lincoln Park.

   Councilmember Roth attended the ribbon cutting for SAVA's new West Greeley office, the Boys and Girls Club's Elegant Night and promoted the upcoming Bear Fest event in downtown Greeley.

   Mayor Hall attended the opening of Brentwood Park's new playground. He highlighted a $100,000 grant received through Gametime's 2025 grant program that helped fund the project.

5. **Eastern Greeley Subarea Plan**
Interim Director of Community Development Don Threewitt introduced the item at 6:09 p.m.

Mr. Threewitt shared that the East Greeley Subarea Plan emphasizes an area planning approach reflect the distinct character and growth needs of different parts of the community. Mr. Threewitt introduced Principal Planner Doug May and Britt Palmer, Director of Planning with Rick Engineering and project manager for the plan.

Mr. Palmer presented the findings and early concepts developed over the preceding nine to twelve months of community engagement. The first round of engagement ran from August through December 2025 and included a community-wide open house, multiple stakeholder meetings with property owners of 40 or more acres, outreach at community events such as the Delta Park grand opening, the Greeley Farmers Market, and the LULAC green chili cook-off, as well as retail pop-ups at local breweries. A community survey received 620 responses, offered in both English and Spanish.

The top three community-identified issues were the condition of streets and roads, job opportunities and economic development, and housing affordability and availability. In terms of planning priorities, the community showed strong support for agricultural preservation, particularly in the northern portion of the study area; a desire for development that reflects the unique and non-generic character of East Greeley; and preservation and improvement of natural open spaces around the Poudre and South Platte Rivers. Residents indicated a desire for a grocery store to return to East Greeley, more family entertainment, local small businesses, improved pedestrian and bicycle connectivity to the rest of the city, and better public transit links.

Mr. Palmer presented several early concepts that had been developed with city staff but not yet released publicly:

Campus Town Concept: Centered on Highway 34/85 interchange area, this concept proposes removing the US 85 Business alignment from its current arc and converting the wide right-of-way into a greenway, potentially flanked by mixed-use and workforce housing development. The 85 Business route would be relocated to 8th Avenue. The concept would create a gateway into the south part of Greeley near UNC and could serve as a complementary mixed-use district to the university.

Neighborhood Infill/Hub Concept: Using the intersection of 1st Avenue and 22nd Street as a prototype, this concept illustrates how a fire station facility that may be relocated, combined with nearby underutilized parcels, could be redeveloped as a small-scale mixed-use neighborhood hub with a park or plaza element.

Dumbbell Connectivity Concept: This concept focuses on creating a demonstrable east-west multimodal connection — for walking, cycling, and potentially transit — between the East Greeley area and downtown, linking the Western Sugar Urban Renewal Area with the Civic Campus area along either a 16th Street or 18th Street alignment, crossing the railroad corridor and US Highway 85.

North Poudre Area / Industrial-Agricultural Land Use Concept: For the large area north of the Poudre River, representing approximately 40 percent of the 25-to-27 square mile study area, the concept envisions a gradual transition from mixed-use near the river to industrial, then agro-industrial, and finally agricultural preservation approaching Highway 392. This area was also discussed in the context of the Greeley-Weld County Airport's potential future expansion to accommodate commercial passenger travel, with a new passenger terminal concept shown to the north and west of the existing terminal.

Mr. Palmer said that the general target is to complete a draft plan for adoption by the second quarter of 2027.

Mayor Hall spoke about the importance of deliverables.

Councilmember DeBoutez asked about the Western Sugar TIF district's balance and potential for early infrastructure investment. Mr. Threewitt and Deputy City Manager Kelli Johnson responded that the current TIF balance is approximately $25 million, with projected available funds through the life of the TIF totaling approximately $83 million.

Mayor Pro Tem McDonald asked about the feasibility and cost of an overhead pedestrian crossing over Highway 85, and Mr. Threewitt indicated that options including overpass, underpass, and enhanced at-grade crossings are being evaluated, with overhead crossings estimated at $10 to $20 million depending on scope. He cautioned against building costly infrastructure before behavioral patterns support its use.

Councilmember Olson questioned the emphasis on parks, trails, and pedestrian improvements relative to revenue-generating economic development, asking what the plan's primary "draw" would be to attract developers and new investment. He shared that agricultural preservation designations, if applied rigidly, could conflict with the development aspirations of landowners and discourage annexation. He suggested that the plan should clearly distinguish between what can be phased and what is fixed, and that the airport energy area along the County Road 66 corridor should be positioned more prominently as a gateway and economic driver. Mr. Palmer acknowledged that the land use concepts were meant to be iterative and would be refined through a second round of community engagement in summer 2026, during which alternative land use scenarios will be presented.

Councilmember Roth asked whether there had been discussions with Sunrise Health Clinic about adding a clinic location in East Greeley, given community survey responses identifying healthcare access as a concern. Mr. Palmer indicated that no such discussions had occurred yet but that the team would reach out.

Councilmember Roth also advocated strongly on behalf of East Greeley residents for expanded open space, parks, and simple gathering areas for families.

Mayor Hall thanked staff and the consultants for the information.

6. **2026 First Quarter Financial Update**
   Division Treasurer Robert Miller and Director of Finance Kirk Jones introduced the item at 6:57 p.m. presented the first quarter financial update for fiscal year 2026.

Mr. Miller reported that the city continued to monitor a range of economic indicators. Retail spending was increasing at both the local and state levels, inflation in Colorado was at approximately 4.2%, and Weld County unemployment remained low between 0.3% and 0.4%. Short-term interest rates remained volatile and could fall by as much as 0.5 percent by year-end.

Mr. Jones include Key financial highlights noting new construction revenues, investments and cash balances, interest earnings, oil and gas revenues, sales tax collections and the overall projection of the general budget fund and reserves.

Mr. Jones reported on the city's federal grant portfolio and updated Council on the status of the fiscal year 2025 annual audit. The financial reporting team made it a priority beginning in January to get ahead of the process, and completion of the city's work is targeted for June.

Mayor Pro Tem McDonald thanked staff for the work on the audit timeline,

Councilmember Olson said that the overall financial picture suggested meaningful progress toward reducing the city's projected long-term budget gap, and noted that Weld County continued to be among the fastest-growing areas in Colorado economically.

Mayor Hall asked about the lag time between oil price changes and the city's receipt of resulting revenue. Mr. Miller confirmed the lag is typically six to eighteen months depending on the revenue stream.

Mayor Hall thanked staff for the information.

7. **West Greeley Financial Update**
Chief Financial Officer Allena Portis introduced the item at 7:13 p.m.

Ms. Portis presented an update on the financial status of the West Greeley Catalyst project, joined by Deputy City Manager Brett Naber and financial adviser Jason Simmons of Hilltop Securities.

Ms. Portis outlined five areas of focus: project cost overview, financial due diligence completed to date, fiscal implications of the recent community vote, the updated predevelopment financing strategy through Certificates of Participation (COPs), and the path forward.

Project Costs: As of February 2026, the estimated total project cost is approximately $959.4 million, up from approximately $910 million estimated in March 2025. An additional $211 million in capitalized interest, cost of issuance, and reserves — including startup operating reserves and a debt service reserve — are not included in that figure, bringing the total financing need substantially higher. Regional partners have indicated potential contributions of approximately $11.5 million toward the CR 17 interchange, pending execution of an agreement, though this does not reduce the identified funding gap at this time.

Due Diligence: Multiple specialized firms have contributed to the financial analysis of the project, including CBRE (initial feasibility study), H&LA (feasibility study and rent analysis for the Mattel and ice arena contracts), Zonda and EPS (economic impact studies), Hilltop Securities (501(c)(3) structure and GID analysis), and Anderson Analytics (long-term fiscal impact modeling for both West Greeley and Cascadia).

Fiscal Implications: Ms. Portis explained that the recent community vote materially affected the project's financing outlook by increasing what is known as "nonappropriation risk." Investors in the 501(c)(3) conduit structure rely on confidence in the city council's ongoing willingness to make annual appropriations. The vote signaled reduced political certainty to potential bond investors, which could increase borrowing costs, reduce the effective bonding capacity of the 501(c)(3), or make debt issuance less viable without an additional partner providing moral obligation support.

Updated Predevelopment COP Strategy: Under the original plan, COP proceeds were to be reimbursed by the GID, water and sewer, and the 501(c)(3), effectively reducing the city's net COP obligation to zero by 2027.

By February 2026, revised GID capacity estimates reduced that body's projected contribution, and as of April 2026, the predevelopment COP amount under consideration has been reduced. Under the current structure, no 501(c)(3) reimbursement is assumed, and the city would need to refinance approximately $72 million in COPs, using buildings valued at $72 million as collateral, if the project does not proceed.

Ms. Portis presented a worst-case debt service scenario showing that average annual payments on a 20-year $90 million COP could be approximately $6.5 million, with a notable spike from approximately $4.7 million in year five to $8.9 million in year six, which she cautioned must be planned for in real budget terms.

Path Forward: Ms. Portis identified several key unresolved conditions, including securing CR 17 interchange funding, determining the GID's financing capacity and structure, and clarifying the pace and mix of development in the West Greeley subarea.

Potential financing options going forward include private investors, public-private partnerships, public-public partnerships, continuation of the 501(c)(3) conduit model (potentially with an additional moral obligation partner), and revenue bonds. The West Greeley Oversight Committee was described as the primary vehicle for reviewing these options, refining cost and scope assumptions, and developing communications for the public.

Councilmember Olson noted that the GID's role as a repayment source for the COPs was not something he had previously understood and asked why the 501(c)(3) could not fully reimburse the COP proceeds. Mr. Simmons explained that the 501(c)(3) bonding capacity was constrained by the H&LA revenue assumptions and was essentially fully committed at approximately $668 million to fund the entertainment district costs and required reserves. Acting City Manager Brian McBroom added that prior to the election, discussions with Providence had explored using 501(c)(3) revenue bonds to fund the plaza — originally a GID expense — as a way to create some additional capacity.

Councilmember Olson asked about the clarity of communication to the public regarding the differences between what the GID funds, what the 501(c)(3) funds, and what the COP proceeds fund. He argued that conflating these sources has contributed to public confusion and distrust, and that the gap being discussed was more attributable to GID-funded infrastructure — much of which can be phased — than to the entertainment district itself. Mr. McBroom agreed that the city needs to do a better job distinguishing these funding streams.

Councilmember Olson asked Mr. Simmons about the impact of the community vote on the projected bond rating. Mr. Simmons explained that prior to the vote, the model assumed a low investment-grade rating of approximately triple-B, which supported a modeled interest rate of approximately 5.25 percent. Following the vote, investor confidence in future appropriations declined, pushing the effective rate closer to 6 to 6.5 percent, which would meaningfully reduce the 501(c)(3)'s bonding capacity.

Mayor Pro Tem McDonald suggested the city develop a video to explain the financial model's waterfall structure to the public in accessible terms, noting that the complexity of the financing structure has made it easy for misinformation to take hold. Mr. McBroom endorsed the idea and stated that translating this information effectively is a core goal of the oversight committee.

Councilmember Olson also noted a tax revenue option — going to voters for a dedicated revenue source — should be added to the list of financing alternatives under consideration, arguing that such a mechanism would give the moral obligation pledge more credibility with bond investors. He further suggested that a combined West Greeley and downtown financing initiative could be explored, under which revenues generated out west ultimately help retire downtown COP obligations over time. Mr. McBroom agreed these were valid considerations for the oversight committee to evaluate.

Councilmember DeBoutez asked whether the oversight committee would have access to the foundational CBRE and RBC financial models. Mr. Simmons clarified that RBC's financial model was the basis for the original project development and service agreement (PDSA) submission from Water Valley and was the primary base model, with CBRE used to analyze it independently.

Mayor Hall emphasized that the committee's work must proceed with urgency, given that developer interest and project viability were time-sensitive.

Mayor Hall thanked staff and consultants for the information.

8. **Ward 1 Vacancy Process and Council Direction**
City Clerk Heidi Leatherwood introduced the item at 8:07 p.m.

Ms. Leatherwood presented the proposed process for filling the Ward I Council vacancy created when Councilmember Butler departed in March to pursue another government office.

Ms. Leatherwood reported that 15 applications were received; 13 were determined to be qualified. Of the two disqualified applications, one was submitted after the deadline and one was from a non-resident of Ward I.

Ms. Leatherwood proposed that the interviews be conducted at the May 5 regular council meeting beginning at 5:00 p.m., following a process similar to that used at the April 16 oversight committee interviews. The proposed structure included a panel-style interview format moderated by the City Clerk, with two standardized questions asked of all candidates, followed by follow-up questions from Council members, and an immediate ballot vote after interviews conclude. Formal appointment was proposed for the May 19 meeting, at which time orientation, line of succession, and committee assignments would be completed.

Council agreed that each Councilmember would individually score and rank all 13 applications using a rubric to be distributed by Ms. Leatherwood, with scores submitted by Thursday, April 30 at noon, in order to produce a shortlist of five candidates for interview. The start time of 5:00 p.m. on May 5 was confirmed to allow adequate time given the evening's broader agenda.

Council agreed to two standardized questions with follow-up questions from Council members as appropriate.

Mayor Hall thanked staff for the information.

9. Motion to go into an Executive Session for the purpose of discussing employment matters related to appointment of a City Manager

A motion to go into an Executive Session to discuss the following matter as provided under C.R.S. Section 24-6-402(4)(f) and Greeley Municipal Code Section 2-151(6)(a): To discuss personnel reporting to the City Council.

Councilmember DeBoutez moved to make the motion to go into Executive Session. Councilmember Rudy seconded the motion. The motion passed 6-0 at 8:27 p.m.

10. Scheduling Meetings, Other Events
None.

11. Adjournment
With no further business to come before the Council, Mayor Hall noted the time was 9:27 p.m. and council would go into executive session. Following the executive session the meeting would conclude.

9. Motion to go into an Executive Session for the purpose of discussing employment matters related to appointment of a City Manager

Mayor Dale Hall started the Executive Session at 8:35 p.m. in the Executive Room. The meeting was electronically recorded as required by Colorado Open Meetings Law.

All Councilmembers were present along with City Attorney Stacey Aurzada.

The executive session was for the purpose of discussing personnel reporting to the City Council as provided under C.R.S. Section 24-6-402 (4)(f) and Greeley Municipal Code Section 1-151(6)(a).

Mayor Hall cautioned each participant in the executive session to confine discussion to the stated purpose and reminded everyone that no formal action may occur in executive session. He asked if at any point in the executive session any participant believes that the discussion was going outside the proper scope of the executive session, to please interrupt the discussion and raise an objection.

The Executive Session concluded at 9:19 p.m.

The recording of this executive session will be retained as provided in the City's records retention policy and in conformity with the Colorado Open Meetings Law for a period of 90 days.

Approved:

X

Dale Hall
Mayor

Attested:

X

Heidi Leatherwood
City Clerk

Council Agenda Summary

May 19, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Resolution adopting an IGA with Weld County for new 24 hour ballot box drop off location

Summary:

City Hall has moved to 1200 11th Avenue, and the current 24-hour ballot drop box at 1000 10th Street will no longer be in service.

The City of Greeley and the Weld County Elections Office have worked together to identify a suitable long-term replacement location. The new 24-hour ballot drop box will be located in the Fire Station 1 parking lot at **1122 11th Ave, Greeley, CO 80631**. This site accommodates convenient drive-through access, is in proximity to the new City Hall location, and aligns with future City Hall planning.

This ballot box will continue to serve a critical role for downtown residents and those accessing City Hall services. A high volume of traffic and ballot drop-off activity is anticipated during election cycles.

Weld County will monitor the ballot box during elections using camera surveillance and will be responsible for ongoing maintenance. City staff are coordinating efforts to ensure safe and efficient traffic flow for ballot drop-off.

The City of Greeley will utilize this location for any special elections, and both Weld County and the City will use the box during coordinated general elections. The drop box is secure, well-lit, and protected by guardrails.

The Intergovernmental Agreement (IGA) includes additional details regarding roles, responsibilities, and services.

Staff recommends approval of the resolution so that the ballot box may be used for the upcoming County election in June.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

No Impact: Weld County maintains the box and uses it for elections.

Are there any long-term financial impacts? No.

Legal Issues:

None.

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 74, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 74, 2026

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CLERK AND RECORDER FOR WELD COUNTY AND THE CITY OF GREELEY ESTABLISHING THE LOCATION FOR A NEW 24-HOUR MAIL BALLOT BOX DROP-OFF LOCATION AT 1122 11TH AVENUE, GREELEY, COLORADO

WHEREAS, the Clerk and Recorder for Weld County (hereinafter "the Weld County Clerk") conducts elections and utilizes 24-hour mail ballot box drop-off locations to collect ballots; and

WHEREAS, the current 24-hour mail ballot box drop-off location at the former City Hall, 1000 10th Street, is no longer functional to serve citizens; and

WHEREAS, a new 24-hour mail ballot box drop-off location was needed to replace the prior location; and

WHEREAS, the Weld County Clerk and the City of Greeley have met to establish a new location at 1122 11th Avenue (Greeley Fire Station 1 parking lot); and

WHEREAS, a new 24-hour mail ballot box will be installed as a permanent drop-off location, which services a drive through traffic flow for citizens participating in elections; and

WHEREAS, the Weld County Clerk will maintain the equipment at this site and have access to the mail ballot box for collecting ballots during those elections.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The City of Greeley hereby grants the Weld County Clerk the right to install, access, and maintain a mail ballot box and video security surveillance recording system at 1122 11th Avenue, Greeley, Colorado 80631.

Section 2. The City of Greeley is authorized to execute the IGA, attached as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF_______, 2026.

ATTEST	THE CITY OF GREELEY, COLORADO
By:______________________________	By:______________________________
Deputy City Clerk	Mayor

EXHIBIT A

RESOLUTION 74, 2026

CITY OF GREELEY, COLORADO

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into effective the ____ day of ___, 2026, by and between the CLERK AND RECORDER FOR WELD COUNTY (hereinafter "the Clerk"), of the State of Colorado, whose address is 1250 H St, Greeley, Colorado (the "Clerk") and the CITY OF GREELEY (hereinafter "the City"), Greeley Fire Station 1, whose address is 1122 11th Ave, Greeley, CO (the "Property Representative") (individually as the "Party" or together referred to as the "Parties").

WHEREAS, the Clerk conducts election services throughout Weld County; and

WHEREAS, to better serve its citizens, the Clerk desires to install additional mail ballot drop-off boxes at locations throughout Weld County; and

WHEREAS, pursuant to Colorado Code of Regulations 8 Sec. 1505-1:7.5.1, all mail ballot drop-off locations must be monitored by an election official or video security surveillance recording system; and

WHEREAS, the Clerk and property representative have met and discussed locating a mail ballot drop-off box along with a video surveillance recording system at the location and mutually agreed that the Clerk will install a mail ballot drop-off box and video security surveillance recording system at Greeley Fire Station 1, at 1122 11th Ave, Greeley, CO (the "Premises"); and

WHEREAS, the Clerk will provide, install, and maintain the mail ballot drop-off box and video security surveillance recording system; and

WHEREAS, intergovernmental agreements are authorized and encouraged by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203 (2004).

NOW, THEREFORE, the Parties hereto agree as follows:

1. Site Location. The property representative hereby grants the Clerk the right to install, access, and maintain a mail ballot drop-off box and video security surveillance recording system (the "License") at 1122 11th Ave, Greeley, CO.

2. Term and Termination. The term of this Agreement continues until such time when the Clerk or the property representative notifies the other in writing of their wish to dissolve this agreement. Upon termination, the Clerk shall remove the Ballot Box and restore the Premises to its condition prior to installation. This agreement may not be terminated within 60 days of any election.

3. Description of Improvements. The Clerk will install a mail ballot drop-off box, similar to the one pictured in Exhibit A, at a location identified in Exhibit A and a video security surveillance recording system (the "Improvements"). The video security surveillance recording system will include a video camera and a recording system and allow for continuous recording

during use of the mail ballot drop-off bx. Such recording will take place from the time ballots are mailed to the end of election day for each election.

4. Funding of Improvements. The Clerk will fund the entire costs for obtaining, installing, and maintaining the mail ballot drop-off box and the video security surveillance recording system.

5. Use of Premises.

A. Mail Ballot Drop-Off Box. The Clerk is authorized to install a mail ballot drop-off box at the Premises after the execution of this Agreement.

B. Video Security Surveillance Recording System. The Clerk will install a video security surveillance recording system that includes a camera and a recording system. The video security surveillance recording system shall remain in place, functional and connected to a video recording system pursuant to Colorado Revised Statute C.R.S. §§ 1-7-513.5(2)[1]. The Clerk will be responsible for obtaining and retaining the video data.

6. Maintenance.

A. At all times pertinent to this Agreement, the property representative shall maintain the Premises in good repair including the sidewalk, street, curb, and any existing improvements.

B. During all times at which the mail ballot drop-off box and video security surveillance recording systems are installed and in use at the Premises, the Clerk shall maintain such equipment in good repair.

7. Access. The Clerk, by and through its agents and contractors, shall have the right of ingress and egress in, to, through, over, and across the Premises for any purpose necessary and at any and all times necessary or convenient to both Parties for the full enjoyment of the rights granted to it in the License granted in this Agreement.

A. As outlined in Exhibit A, the Clerk shall ensure that all ballots are picked up according to Colorado Statute and Rule
   a. For the period between when ballots are mailed for an election and Voting Service and Polling Centers open, the clerk will pick up ballots

[1] 1-7-513.5(2) Except as otherwise provided in subsection (5) of this section, no later than June 30,2023, the designated election official shall keep all components of a voting system under video security surveillance recording. The designated election official shall ensure that video captured beginning sixty days before through thirty days after an election in which the voting system is used is maintained as an election record for twenty-five months following the election. The designated election official shall ensure that video captured outside this period is maintained for twenty-five months following the date the video was captured.

once every 72 hours (Colorado Revised Statute C.R.S. §§ 1-7.5-107 (4.3)(c)(I)(A)[2];

b. For the period between when Voting Service and Polling Centers open and election day, the clerk will pick up ballots once every 24 Hours (Colorado Revised Statute C.R.S. §§ 1-7.5-107 (4.3)(c)(I)(B)[3];

c. On Election day, the Clerk will pick up ballots at least twice (SOS Rule 7.4.5).

B. As outlined in Exhibit A, the Clerk will pick up copies of the recorded video material once per week at the designated time identified in Exhibit A.

C. The property representative shall identify an individual for the Clerk to contact should the clerk need to obtain copies of the recorded video outside of regularly scheduled times.

8. Damage to Premises. The Clerk shall be responsible for repair/replacement of property damaged by the Clerk pursuant to this Agreement. The Clerk will be responsible for any damages to persons or property caused by the negligence of the Clerk, the Clerk's employees, agents, representatives, or other persons acting under the direction or control of the Clerk while at the Location. Notwithstanding any provision to the contrary, nothing in this Agreement will be construed in any way to be a waiver by Weld County of the protection that is granted to the County and its employees or agents under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et. seq.

9. Electioneering: No electioneering, including posting signs or communicating with voters related to an issue or candidate in the election, is permitted within 100 feet of the Ballot Box when in operation. The property representative agrees that the Clerk and the Clerk's staff may take steps they deem reasonably necessary to stop or prevent such electioneering. The property representative will refrain from erecting or permitting any sign, display, or other demonstration that may, in the judgment of the Clerk, have the effect of influencing or intimidating voters during Ballot Box operating hours. The Clerk and the Clerk's staff may take the steps they deem reasonably necessary to obscure or remove any such sign, display or other demonstration.

10. Notices. Any notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth below:

To the Clerk:

Weld County
Elections Department
1250 H St
Greeley, CO 80631

[2] 1-7.5-107(4.3)(c)(I)(A) At least once every seventy-two hours after ballots are mailed, excluding ballots that are mailed pursuant to the federal "Uniformed and Overseas Citizens Absentee Voting Act of 1986", 52 U.S.C. sec. 20301 et seq., until the date that voter service and polling centers are required to open;

[3] 1-7.5-107(4.3)(c)(I)(B) At least once every twenty-four hours during the days that voter services and polling centers are required to be open;

To the City of Greeley: City of Greeley
Attn: Heidi Leatherwood
1100 10th St.
Greeley, Colorado 80631

11. Assignment. The Parties shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use and all obligations associated with the License pursuant to written notice to the other Party.

12. Counterparts. This Agreement shall be executed in two duplicate counterparts, each of which is deemed to be an original.

13. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado. For the resolution of any dispute arising hereunder, venue shall be in the courts of Weld County, State of Colorado.

14. Headings. All section headings are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

15. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Clerk and the property representative and supersedes all prior negotiations, representations, or agreements, either written or verbal. Any amendments to this Agreement must be in writing and be signed by both parties.

16. Interruptions. Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____day of _______, 20__.

ELECTION DIVISION:	CITY OF GREELEY:
By: ____________________________	By: _________________________________
Printed Name: Carly Koppes	Printed Name: Heidi Leatherwood
Title: Weld County Clerk and Recorder	Title: Greeley City Clerk

Attest:	Board of County Commissioners
Weld County Clerk to the Board	Weld County, Colorado
By: ____________________________	____________________________
Deputy Clerk to the Board	Scott James, Chair

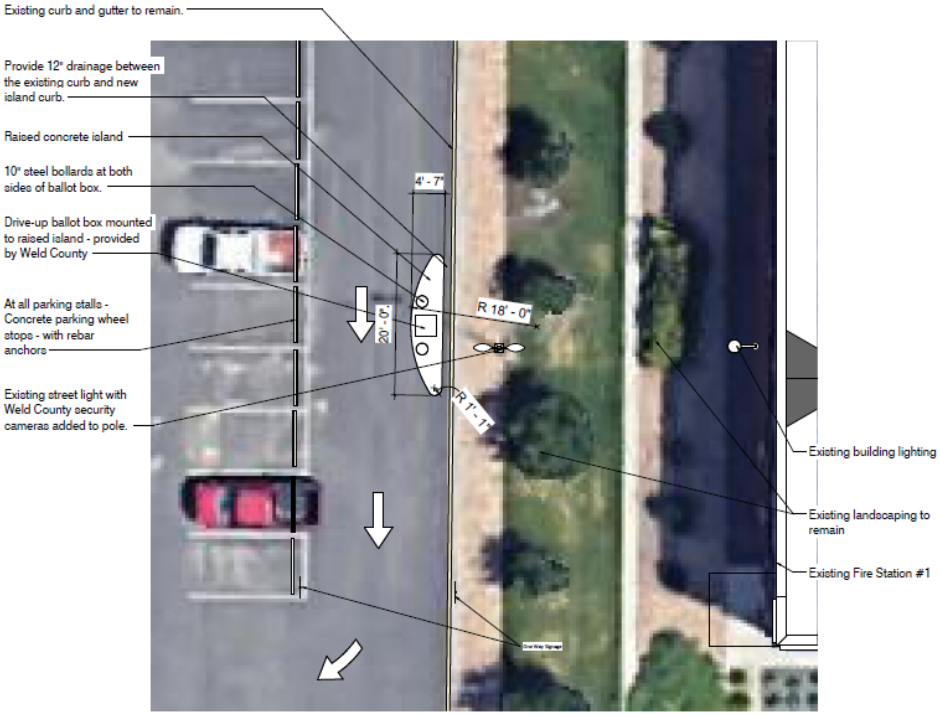
Approved as to Form:

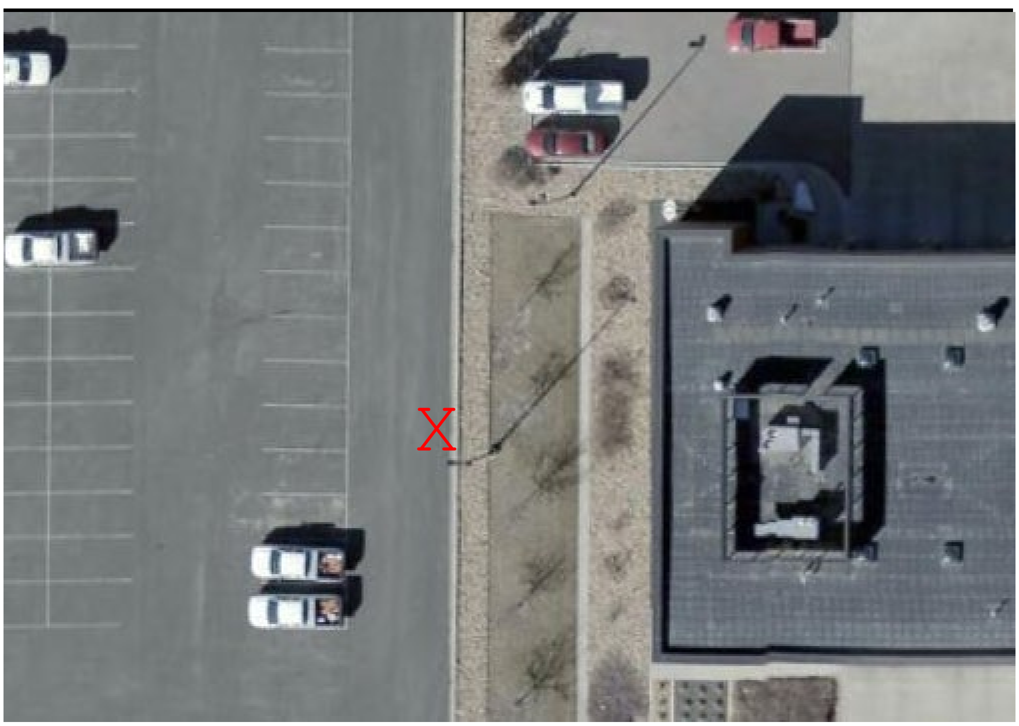
____

County Attorney

Exhibit A

Map of Location:





<u>Example of 24 Hour Box Likeness:</u>

Large Size Box –

Contact at the (Location):

Name – Heidi Leatherwood
Address – 1100 10th St., Greeley, CO 80631
Telephone – 970 350-9742
Cellular Telephone – 970 690-5549
E-Mail – heidi.leatherwood@greeleygov.com

Schedule for pick-up of Recorded Video:

To be Determined

Council Agenda Summary

May 19, 2026
Key Staff Contact: Mandy Shreve, Homeless Solutions Director

Title:

Resolution authorizing a grant agreement with the State of Colorado, Department of Local Affairs, to receive a Homelessness Resolution Program Grant

Summary:

The Homeless Solutions Department has been awarded funding through the Colorado Department of Local Affairs (DOLA) in the amount of $115,000 to implement the Homelessness Resolution Program (HRP). This funding will support the administration of a comprehensive, housing-focused initiative designed to prevent and provide support and resources to address homelessness in Greeley

The HRP grant serves as a critical first step in the continuum of care, prioritizing early intervention and rapid connection to resources for those experiencing or at risk of homelessness through a combination of Street Outreach and Homelessness Prevention efforts. Of the total award, $40,000 will be allocated to Street Outreach services to engage and support individuals experiencing unsheltered homelessness, while $75,000 will be dedicated to Homelessness Prevention to assist households at risk of falling into homelessness in maintaining or securing stable housing. This funding represents a continued investment in proactive, solution-oriented approaches to homelessness, strengthening the Department's ability to connect vulnerable populations with the resources and support necessary to achieve long-term housing stability.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Positive Impact: What is the onetime and/or ongoing amount? This award will add $115,000 to the department budget from April 1, 2026-March 31, 2027, allowing the department to expand services temporarily to support an additional 500 individuals within the street outreach program and 20 individuals within the homelessness prevention program. There is no match required for this grant.

Is it budgeted? Yes

Does it require a new appropriation? Yes, Budget has been notified

Are there any long-term financial impacts? If the grant award is not renewed, the department will not have funding to continue these services thus decreasing its reach. No changes will have to be made to positions in the department with this grant funding because of the low touch nature of this programming.

Is there grant funding for this item? Yes

Does this action have potential long-term fiscal implications? If the grant award is not renewed, the department will not have funding to continue these services thus decreasing its reach. No changes will have to be made to positions in the department with this grant funding because of the low touch nature of this programming.

Legal Issues:

None

Other issues and Considerations:

None.

Strategic Focus Area:

Housing For All

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 75, 2026 with Exhibit A

CITY OF GREELEY, COLORADO
RESOLUTION NO. 75, 2026

A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE STATE OF COLORADO, DEPARTMENT OF LOCAL AFFAIRS, TO RECEIVE A HOMELESSNESS RESOLUTION PROGRAM GRANT

WHEREAS, the City of Greeley has successfully applied for and been awarded grant funds in the amount of $115,000 for the Homelessness Resolution Program grant administered by the State of Colorado Department of Local Affairs Division of Housing; and

WHEREAS, the purpose of the grant program is to assist people in Greeley experiencing homelessness through Street Outreach and residents at risk of homelessness with Homelessness Prevention; and

WHEREAS, this grant obligates $115,000 to the City of Greeley for services from April 1, 2026 through March 31, 2027; and

WHEREAS, this funding aligns with the City of Greeley's strategic goals to reduce homelessness and prioritize Housing for All; and

WHEREAS, to receive the grant funds the City must execute a Grant Agreements with the State of Colorado, copy of which are attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the City of is authorized by Section 3-5 of the Greeley City Charter and Section 2-186 of the Greeley Municipal Code to enter into intergovernmental agreements to furnish governmental services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GREELEY, COLORADO:

<u>Section 1</u>. That the City Manager is hereby authorized to finalize and execute the proposed Grant Agreement, attached as Exhibit A, with the State of Colorado, Department of Local Affairs, for the receipt of grant funds to be used tenancy support services, in a form modified and approved by the City Attorney consistent with the terms, conditions, and objectives of the agreement presented to Council.

<u>Section 2</u>. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF_______, 2026.

ATTEST:	**THE CITY OF GREELEY, COLORADO:**
By: ______________________________	**By:** ___________________________________
Deputy City Clerk	**Mayor**

EXHIBIT A

RESOLUTION 75, 2026

CITY OF GREELEY, COLORADO

State of Colorado Grant Agreement
Cover Page

State Agency
Department of Local Affairs
for the benefit of the Division of Housing
Grantee
City of Greeley
Grantee UEI
VJG3QJJKZ1X6
Agreement Maximum Amount
$115,000.00

Funding Program: Homelessness Resolution Program (“HRP”)
Funding Source: Federal

Agreement Encumbrance Number
H6ESG34858
CMS Number
203101
Agreement Performance Beginning Date
The later of the Effective Date or April 1, 2026
Initial Agreement Expiration Date
March 31, 2027
Fund Expenditure End Date
March 31, 2027
Assistance Listing Number (ALN): #14.231

Agreement Authority - Authority arises from §24-32-705 C.R.S. Funds have been budgeted, appropriated, and otherwise made available pursuant to the federal Emergency Solutions Grants Program, 24 CFR Parts 91 and 576 and a sufficient unencumbered balance thereof remains available for payment and the required approvals, clearance, and coordination have been accomplished from and with appropriate agencies.

Agreement Purpose –To assist agencies that provide Street Outreach, Homeless Prevention and to improve the quality of services for individuals who lack housing or are at risk of homelessness.

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Agreement:

Exhibit A – Applicable Laws
Exhibit B – Statement of Work
Exhibit C – Federal Provisions
Exhibit D – Description of Activities
Exhibit E – PII Certification
Exhibit F – Reserved
Exhibit G – Sample Option Letter
Form 1 – Sample Residency Declaration

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions
2. Colorado Special Provisions in **§19** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B – Statement of Work
5. Exhibit D – Description of Activities
6. Exhibit A – Applicable Laws
7. Exhibit E – PII Certification
8. Exhibit G – Sample Option Letter
9. Form 1 – Sample Residency Declaration

Principal Representatives

For the State:
Tyler Jaeckel, Director
Division of Housing
Department of Local Affairs
1313 Sherman Street, Rm 320
Denver, CO 80203
Tyler.Jaeckel@state.co.us

For Grantee:
Brian McBroom, Acting City Manager
City of Greeley
1100 10th St
Greeley, CO 80631
Brian.mcbroom@greeleygov.com

Signature Page

The Parties hereto have executed this agreement.

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE

CITY OF GREELEY

____

By: Brian McBroom, Acting City Manager

Date: ___________________________

DIVISION OF HOUSING

Contract Reviewer

____

By: Julia Zaffarano, Director, Office of Homeless Initiatives

Date: ___________________________

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF LOCAL AFFAIRS

____

By: Maria De Cambra, Executive Director

Date: ___________________________

____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _________________________________

Name:_______________________________

Title:________________________________

Date:________________________________

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated above by the State Controller or an authorized delegate.

Table of Contents

1. **Parties**

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Department of Local Affairs ("DOLA") for the benefit of the Division of Housing ("DOH"). Grantee and the State agree to the terms and conditions in this Agreement.

2. **Term and Effective Date**

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this

Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Grantee for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. “Budget” means the budget for the Work described in **Exhibit B**, **§5.2**.

E. “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

F. “CJI” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

G. “CORA” means the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S.

H. “Default” means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.

I. “Effective Date” means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.

J. “End of Term Extension” means the time period defined in **§2.D**.

K. “Exhibits” means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. “Extension Term” means the time period defined in **§2.C**.

M. “Federal Award” means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

N. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient. The United States Department of Housing and Urban Development is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

O. “Goods” means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

P. “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

Q. “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.

R. “Initial Term” means the time period defined in **§2.B**.

S. “Matching Funds” means the funds provided Grantee as a match required to receive the Grant Funds.

T. “Party” means the State or Grantee, and “Parties” means both the State and Grantee.

U. “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at §24-74-102, et seq., C.R.S.

W. “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

X. “Project” means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.

Y. “Subject Property” means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.

Z. “Recipient” means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

AA. “Services” means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.

BB. “State Confidential Information” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

CC. “State Fiscal Rules” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

DD. “State Fiscal Year” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

EE. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

FF. “Subcontractor” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.

GG. “Subrecipient” means an entity that receives a sub-award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.

HH. “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

II. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal award specifically indicate otherwise.

JJ. “Work” means the Goods delivered and Services performed pursuant to this Agreement.

KK. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.

b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within thirty (30) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within forty-five (45) days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of one percent (1%) per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within thirty (30) days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this

Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in **Exhibit B** and **§5.A** for all allowable costs described in this Agreement and shown in the Budget in Exhibit B, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.3** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit B**. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B** and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in **§7** of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of Federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, et seq., then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. Conflicts Of Interest

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Ethical Principles

Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. Insurance

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one (1) fire.

C. Automobile Liability

If applicable, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

[Reserved].

H. Property Insurance

[Reserved].

I. Flood Insurance

[Reserved].

J. Builder's Risk Insurance

[Reserved].

K. Pollution Liability Insurance

[Reserved].

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Grantee or the State.

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the aggrieved Party may exercise any of the remedies as described in **§12** for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee’s actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

g. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee’s business operations.

B. Grantee’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State
Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee
Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. Statewide Contract Management System

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. Restrictions on Public Benefits

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq*. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

B. Upon notice by the State that this provision applies pursuant to current applicable federal guidance or regulation, use a verification system approved by the Federal government to verify lawful presence of a beneficiary, if applicable based on any requirements or exemptions available under 8 U.S.C. §§1601 *et seq*.; and,

C. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

18. General Provisions

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Agreement.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a subcontract or subgrant would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Binding Effect

Except as otherwise provided in **§17.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

F. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

G. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue

[Reserved].

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

S. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification [Reserved].

W. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all applicable State and Federal Law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

X. Accessibility

i. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28

U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.
Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.
Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.
Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.
State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.
[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance incorporated into this Agreement may include, without limitation:

1. Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Proposed Rule for HMIS Requirements.
2. Age Discrimination Act of 1975, 42 U.S.C. 6101, *et seq*.
3. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634.
4. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq*.
5. Equal Pay Act of 1963, 29 U.S.C. 206(d).
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e.
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, *et seq*.
10. Section 24-34-302, *et seq*., C.R.S., as amended.
11. The applicable of the following:
    a. Cost Principals for State, Local and Indian Tribal Governments, 2 C.F.R. 225, (OMB Circular A-87);
    b. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
    c. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122); and
    d. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133), and/or the Colorado Local Government Audit Law, §29-1-601, *et seq*., C.R.S., and State implementing rules and regulations.
    e. Colorado Local Governments Audit Law. §29-1-601, *et seq*., C.R.S.
    f. Administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments.
    g. Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations.
12. Cranston-Gonzales National Affordable Housing Act of 1990, PL 101-625.
13. The McKinney-Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.
14. Colorado Housing Act of 1970, §24-32-701, *et seq*., C.R.S.
15. Department of Housing and Urban Development – Independent Agencies Appropriations Act of 1989, P.L. 100-404 and Stewart B. McKinney Homeless Assistance Amendments Act of 1988, P.L. 100-628.
16. Lead-Based Paint Poisoning Prevention Act – Title IV, 42 U.S.C. 4821.
17. Section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701(u).
18. Uniform Federal Accessibility Standards, 24 C.F.R. Part 40, Appendix A.
19. Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450e, Section 7b.
20. Termination of Assistance Procedures, Section 1402(d), Housing and Community Development Act of 1992.
21. National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., as amended, and the implementing regulations of Housing and Urban Development, 24 C.F.R., Part 58.
    Council on Environmental Quality, 40 C.F.R. Parts 1500 through 1508.
22. Emergency Solutions Grants Program, 24 C.F.R. Parts 84, 85, 91 and 576.

EXHIBIT B
STATEMENT OF WORK

1. GENERAL.

1.1 Project Description. Grantee is being provided with Grant Funds to administer the Homelessness Resolution Program ("HRP") program ("the Program") in accordance with this Agreement ("the Project"). The Program is the first step in a continuum of assistance designed to prevent homelessness and support individuals and families who are experiencing or at risk of homelessness in moving toward permanent housing. The Program aims to resolve homelessness by connecting individuals and families to appropriate resources with minimal barriers; increasing both the number and quality of housing resources; operating emergency shelter facilities, with a priority for shelters that are low-barrier and housing-focused; and providing essential social services to people living outdoors, in emergency shelters, at risk of homelessness, or in rental assistance programs. Grantee shall use Grant Funds to serve approximately five hundred and twenty (520) households through the Project.

1.2 Preference. [Reserved].

1.3 Service Area. Performance of services for this Agreement shall occur in Greeley in the State of Colorado. For projects providing direct services to households, Grantee may serve eligible households outside of the service area who are referred through the approved referral pathway.

1.4 Grantee's Obligations.

1.4.1 Grantee shall comply with the Description of Activities as provided in **Exhibit D**, administer this Agreement, and provide required documentation to the State as specified herein.

1.4.2 Grantee shall enter into a written agreement(s), the content of which meets DOLA's requirements, with the following individuals or entities prior to disbursing any funds:

1.4.2.1 All Subcontractors engaged by Grantee to aid in the performance of the Work.

1.4.3 Grantee's rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.5 Time of Performance. Grantee shall commence performance of its obligations on the Agreement Performance Beginning Date and complete its obligations on or before the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. Time of Performance may be extended in accordance with **§2C**, **§2D,** or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Program Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

2.1 Beneficiaries. "Beneficiaries" means the persons and/or households who are the end users that benefit from the Project.

2.2 Comparable Database. "Comparable Database" means a database that meets all Homeless Management Information Systems ("HMIS") data standards and the minimum standards of HMIS privacy and security requirements, including the HUD's most recent reporting standards. If a recipient or subrecipient is a victim service provider (i.e., a non-profit organization whose primary mission is to provide services to survivors of domestic violence, dating violence, sexual assault, or stalking), it is prohibited from entering client-level data into an HMIS and must instead enter data into a comparable database. Legal service providers, who can document that entering client-level data would violate attorney-client privilege, may be permitted to use a comparable database. In Colorado, the selected comparable database that all DOH subrecipients who are victim service providers must use is "Vela."

2.3 Continuum of Care ("CoC"). "Continuum of Care ("CoC)" means a HUD-designated region organized to coordinate homelessness services and strategies within a defined geographic area, as outlined in the CoC Program Interim Rule. CoCs are composed of representatives from relevant organizations, such as nonprofit homeless service providers, government agencies, housing authorities, healthcare and education systems, advocates, individuals with lived experience of homelessness, and others. Colorado has four CoCs: Balance of State CoC includes 54 rural and non-metro counties, Metro Denver CoC includes seven counties in the metro Denver area, Northern Colorado CoC includes Larimer and Weld counties, and Pikes Peak CoC includes El Paso County.

2.4 Coordinated Entry System ("CES"). "Coordinated Entry System" means a region-wide, person-centered process that identifies, assesses, and connects people to housing and services. CES aims to match people to the most appropriate level of services and housing intervention as effectively and efficiently as possible. Each CoC operates its region's CES. CES is commonly referred to as Coordinated Entry, Coordinated Assessment System, Coordinated Assessment and Housing Placement System ("CAHPS"), Centralized Entry, or Assessment System.

2.5 DOC. "DOC" means the acronym used for the Colorado Department of Corrections.

2.6 ESG. "ESG" means the acronym used for HUD's Emergency Solutions Grants Program.

2.7 Formerly Incarcerated People ("FIP"). "Formerly Incarcerated People ("FIP")" means individuals who are currently incarcerated or have experienced incarceration within the past two years.

2.8 Habitability. "Habitability" means the condition of a housing unit or facility being habitable, as determined by whether it meets minimum standards such as safety, sanitation, and privacy. In HUD-assisted programs, habitability is evaluated based on the applicable Shelter and Housing Standards.

2.9 Homeless Management Information System ("HMIS"). "Homeless Management Information System ("HMIS")" means the information system designated by CoC to comply with HUD data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to individuals and families experiencing or at-risk of homelessness.

2.10 Household. "Household" means a single individual or group of persons who present together and live in the same dwelling. If the persons are not housed, then Household means persons who would live together in one dwelling if housed.

2.11 Housing Focused with Services. "Housing Focused with Services" means an approach that prioritizes rapid placement and stabilization in housing for people experiencing homelessness, thus ending their homelessness. It is guided by the understanding that people need basic necessities, such as food, a place to live, and safety, in order to pursue personal goals and improved quality of life.

2.12 HUD. "HUD" means the acronym used for the U.S. Department of Housing and Urban Development.

2.13 Lived Experience. "Lived Experience" means current or past experience with homelessness and/or related systems, such as housing, behavioral health, and social services. People with lived experience have first-hand knowledge of how these systems operate and can affect individuals. Their perspectives provide valuable insights and expertise to shape and improve policies, programs, and systems.

2.14 Motivational Interviewing ("MI"). "Motivational Interviewing ("MI")" means a collaborative, person-centered form of guiding designed to elicit and strengthen an individual's motivation for change by exploring and resolving ambivalence. MI is considered an evidence-based practice with demonstrated success.

2.15 PEH. "PEH" means the acronym used for the Serving Persons Experiencing Homelessness program area established under the Colorado State Affordable Housing Support fund pursuant to Proposition 123.

2.16 Pre-Agreement Costs. "Pre-Agreement Costs" means costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement costs are allowed only to the extent such costs are authorized and specifically identified in this **Exhibit B**.

2.17 Shelter and Housing Standards. "Shelter and Housing Standards" means the minimum standards established by HUD for HUD-assisted programs. HUD regulations establish standards for emergency shelters that use funds for conversion, major rehabilitation, other renovations, or shelter operations assistance, and standards for permanent housing programs, such as rapid re-housing, homelessness prevention, and permanent supportive housing. Program regulations specify minimum shelter and housing standards for each program and program component.

2.18 Trauma-Informed Care. "Trauma-Informed Care" means an approach to the delivery of behavioral health and case management services that includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through a cultural lens and recognizes that context plays a significant role in how individuals perceive and process traumatic events. A trauma-informed approach realizes the widespread impact of trauma; understands potential paths for healing; integrates knowledge of trauma into policies and practices; and seeks to actively prevent re-traumatization.

3. **DELIVERABLES.**

3.1 Outcome. Project Completion in accordance with the Agreement Authority appearing on the Cover Page in the main Grant Agreement, the Grantee's application, the administrative and performance measures set forth below, and other terms and conditions of this Grant Agreement.

3.2 Administrative Measures. Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Submit certificate of insurance	Per main Grant Agreement **§10L**
Draw down at least 25% of Grant Funds	By 25% of grant term completion
Draw down at least 50% of Grant Funds	By 50% of grant term completion
Draw down at least 75% of Grant Funds	By 75% of grant term completion
Submit Reporting	Per **§7.3**
Submit requests for reimbursement	Per **§6.1**

3.3 Performance Measures. Grantee shall comply with the following milestones and target dates, unless otherwise determined by DOH:

Milestone/Grantee Shall:	Target Date:
Serve the requisite number of households, per **§1.1**, at minimum	March 31, 2027

4. **KEY PERSONNEL.**

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key person and the Responsible Administrator of this Project:

Mandy Shreve, Homeless Solutions Department Director
City of Greeley
1100 10th St
Greeley, CO 80631
Mandy.shreve@greeleygov.com:

4.2 DOH Contact. Holly LeMasurier, holly.lemasurier@state.co.us

4.3 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key

Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Program Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The amount of Grant Funds (DOLA) may be reduced if Grantee fails to comply with the Deliverables in **§3**. The Grant Funds shall be used for activities shown in the table in **§5.2.1**.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project.

5.2 Project Budget.

Source	Amount
Grant Funds (DOLA)	$115,000.00
Total Sources	**$115,000.00**

5.2.1 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line items adjustments made pursuant to **§5.4.1**). Descriptions of eligible uses appear in the Description of Activities in **Exhibit D**. Costs incurred after the Fund Expenditure End Date on the Cover Page of the main Grant Agreement will not be reimbursed.

Eligible Use	HUD ESG Funds	Amount
Street Outreach	$40,000.00	$40,000.00
Homelessness Prevention	$75,000.00	$75,000.00
Total	**$115,000.00**	**$115,000.00**

5.2.2 Pre-Agreement Costs. Grant Funds may be used to reimburse costs for Eligible Uses incurred on or after April 1, 2026 through the Effective Date of this Agreement.

5.3 Matching Funds. [Reserved].

5.4 Project Budget Line Item Adjustments.

5.4.1 If the table in **§5.2.1** lists more than one Eligible Use, line items may be adjusted up to an aggregate of 10% of the line item from which funds are being moved upon prior written approval of DOH. Increases to administrative line items (e.g., development fees, administration, administrative costs, project delivery) will not be approved.

5.4.2 Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request, and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to **§18K** of the Grant Agreement.

5.5 Recapture. If Grantee fails to use payments for the use indicated in the payment request and any related documentation, or uses payments in a manner that is not consistent with the approved uses under the agreement, Grantee shall notify DOLA in writing within fifteen (15) business days. Grantee shall repay the funds to DOLA within fifteen (15) business days of such notification or DOLA's request for repayment, as applicable.

6. PAYMENT.

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this **§6** of **Exhibit B.**

6.1 Payment Schedule. Grantee shall draw down at least 25% of total Grant Funds by 25% of the grant term, 50% of total Grant Funds by 50% of the grant term, and 75% of total Grant Funds by 75% of the grant term. If Grantee fails to draw down Grant Funds in accordance with this schedule, DOH may, in its sole discretion, deobligate the remaining funds.

Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month, in such manner as DOH directs. DOH may request the Grantee to submit payment requests for the months of May and June earlier than the 20th in order to complete closeout of the state fiscal year in a timely manner. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. DOH shall review the pay request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

Payment	Amount	
All Payments	Up to total	Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs, Beneficiary data and all required reports.
Total	**$115,000.00**	

6.1.1. Advance Payment. [Reserved].

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

City of Greeley
1100 10th St
Greeley, CO 80631

6.3 Interest. If advance payments of projected expenses are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

6.4 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B.**

7. ADMINISTRATIVE REQUIREMENTS.

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, DOH Guidelines, and this **Exhibit B**.

7.1 Accounting. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

7.2 Audit Report. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500 et seq., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us, and holly.lemasurier@state.co.us

7.2.1 If Grantee expends $1,000,000 or more in federal funds during Grantee's fiscal year, Grantee shall comply with the audit requirements in 2 CFR Part 200, Subpart F.

7.3 Reporting. In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit B**.

7.3.1 Quarterly Performance Report. Within twenty (20) calendar days of the end of each quarter, Grantee shall submit the Quarterly Performance Report.

7.3.2 Annual Performance Report. Within twenty (20) calendar days of the original Initial Agreement Expiration Date appearing on the Cover Page of the Agreement and annually thereafter, Grantee shall submit an Annual Performance Report, in such form and substance as DOH directs. If the grant term is shorter than twelve months, Grantee shall submit such Annual Performance Report within twenty (20) calendar days of the Agreement Expiration Date.

7.3.3 Project Completion Report. Within thirty (30) calendar days of the Initial Agreement Expiration Date appearing on the Cover Page of the Agreement, Grantee shall submit a Project Completion Report in such form and substance as DOLA directs. If Grantee does not utilize all of the Grant Funds, Grantee shall provide a deobligation letter.

7.3.4 Program Income Report. If the Project generates program income, Grantee shall submit program income reports at least semi-annually or more frequently if required by the State. These reports shall be submitted in accordance with the reporting requirements in the DOH Program policies and procedures. This paragraph shall survive expiration and/or termination of this Agreement for as long as the Grantee receives program income.

7.3.5 Other Required Reports. Grantee shall complete any additional reporting that is or may be required by state, federal, or applicable funding sources in connection with the Project.

7.4 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and **§§7B** and **C** of the Grant Agreement.

8. PROJECT REQUIREMENTS.

8.1 Evaluation and Research Data. Grantee shall provide Project data upon request by DOH. If Grantee conducts or participates in any evaluation or research activities related to the Project, Grantee shall provide to DOH all data, results, and supporting documentation. The requirements of this provision shall survive the termination of the Agreement.

8.2 Grantee Database Access. Grantee personnel may require access to DOH, HUD, or other State or federal systems to perform obligations under this Agreement. Upon execution of the Agreement, Grantee shall notify DOH of all personnel requiring such access and shall comply with all applicable system rules, regulations, and security requirements. If any authorized personnel cease to be employed by Grantee or are no longer working on the Project, Grantee shall notify DOH in writing within 72 hours of such event**.**

8.3 Collaboration. Grantee shall work collaboratively with community-based partners and referral sources as necessary to ensure that all households served acquire and maintain housing as efficiently as possible. Grantee shall attend Project-related meetings and trainings as requested by DOH.

8.4 Referral Pathways. Grantee shall adhere to the referral process outlined in the DOH Program policies and procedures. If the referral pathway includes the local Coordinated Entry System, Grantee shall participate in Coordinated Entry, including utilizing Coordinated Entry for housing referrals and placements.

8.5 Homeless Management Information System (“HMIS”) and Comparable Database. Grantee shall participate in the HMIS established by the CoC for the geographic area. Grantee shall comply with all applicable U.S. HUD rules and regulations governing HMIS, including the use of an HMIS comparable database where required. Grantee shall adhere to the current HUD HMIS Data Standards, all CoC and HMIS Lead Agency policies and procedures related to compliance, data security, privacy, and data quality, and any other applicable requirements issued by the HMIS Lead Agency, CoC, or

DOLA. HMIS training, resources, and forms are available through the Colorado HMIS Help Desk. DOLA reserves the following rights:

8.5.1 To request the Consolidated Annual Performance Evaluation Report ("CAPER"), Annual Performance Report ("APR"), custom HMIS reports and dashboards, and any other HMIS reports during the Project's operating year. CAPERs and APRs are subject to monitoring to track annual Project goals and outcomes per HUD and CoC requirements. Grantee's data may be consolidated with other recipient and subrecipient data to fulfill HUD and DOLA reporting requirements. Grantee shall provide HMIS reports as required or requested by the HMIS Lead Agency, the CoC, or DOLA.

8.5.2 To request data quality reports from Colorado HMIS for the Grantee's project(s) under the Program.

8.5.3 To participate in on-site HMIS audits.

8.5.4 To request data timeliness tests from HMIS for the Grantee's project(s) under the Program.

8.5.5 To access Grantee's HMIS web portal to review real-time client data to ensure Grantee adheres to the data quality standards required by the designated CoC.

8.6 Policies and Procedures. Grantee shall administer the Project in accordance with the DOH policies and procedures for the Program. In addition, Grantee shall develop and maintain written policies and procedures governing Project implementation and grant administration that are consistent with Program policies and procedures.

8.7 Program Compliance. Grantee shall comply with the Description of Activities as provided in **Exhibit D**.

8.8 Service Provision Standards. Grantee shall administer the Project in a manner consistent with the following standards:

8.8.1 Experience. Grantee staff should have relevant professional accreditations, education, and/or experience to implement both holistic and housing-focused services. Staff should be community-based and multi-disciplinary when possible.

8.8.2 Program Approaches. Grantee shall implement the Project using best practices described herein, including housing focused with services, motivational interviewing, and trauma-informed care. Other services and treatment models may be coordinated with or incorporated into the programming based on the individuals served. All program delivery should be guided by culturally attuned approaches, with an emphasis on building individuals' strengths and resources in the community. The design and delivery of all programming should be tailored to meet the needs of the intended population(s) and households served.

8.8.3 Service Participation. Services shall be offered to participants based on their self-identified goals and preferences. Grantee staff shall creatively engage participants to promote service participation, including conducting outreach multiple times and in multiple settings.

8.8.4 **Staff-to-Participant Ratio for Services.** Grantee shall have a staff-to-participant ratio aligned with Grantee's proposed staffing plan and best practice staff-to-participant ratios as described in **Exhibit D**.

8.8.5 **Minimum Services Amount Per Household.** [Reserved].

8.9 Shelter and Housing Standards. Temporary housing units, shelter facilities, and permanent housing units must meet minimum standards as required by the Program regulations and policies and procedures. Grantee shall maintain documentation of meeting all minimum standards, including documentation of required inspections in the participant file, if applicable.

8.10 Special Activities and Flexibilities. [Reserved].

END OF EXHIBIT B

Exhibit C, Federal Provisions

1. Applicability of provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in **§2** of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. "Non-Federal Entity" means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. "Nonprofit Organization" organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization's operations; and

2.1.8.4. Is not an IHE.

2.1.9. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.10. "Pass-through Entity" means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. "Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. "Subaward" means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. "Subrecipient" means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or §6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this **Exhibit**. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this **Exhibit** are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in **§8** below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in **§9** below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in **§11** below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements ***for each*** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID (if applicable);

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in **§4** above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in **§4** above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District. Procurement Standards.

8.1.2 The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

9. Procurement Standards.

8.2 Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

8.3 Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.1. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.2. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.3. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Federal Funding Accountability and Transparency Act (FFATA) Data Report Form
(For Grantee Completion)

Reporting is required for initial awards of $25,000 or more or award modifications that result in a total award of $25,000 or more.

Information Field (Definitions can be found in Exhibit C)	**Response**
1. Agency or Jurisdiction UEI Number:	VJG3QJJKZ1X6
2. Subrecipient Name Receiving Award:	City of Greeley
3. Subrecipient Parent UEI Number: (Report if different from subrecipient number)	N/A
4. Location of Entity Receiving Award: (Full street address)	1100 10th Street Greeley, CO 80631
5. Primary Location of Performance of the Award: (City, State and Congressional District)	Greeley; CO; CD 8
	Answer True or False
6. In the preceding fiscal year, Grantee received: a. $25,000,000 or more in annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
b. 80% or more of its annual gross revenues from federal procurement contracts/subcontracts and/or federal financial assistance awards or subawards subject to the Transparency Act.	False
c. The public does not have access to information about the compensation of its five most highly compensated Executives through periodic reports filed through the Securities Exchange Act of 1934 or the IRS.	False

Note: An answer to question 7 is required ONLY when *all* answers to question 6 are true.

7. Names and total compensation of the five (5) most highly compensated Executives for the preceding fiscal year:

Print Name Compensation Amount

____
____
____
____
____

By signing below, I certify the information contained in this report is complete and accurate to the best of my knowledge.

__________________________ DATE______________________________
Signature of Responsible Administrator

Exhibit D, Description of Activities

1. **LIMITATION ON REIMBURSEMENT.** This **Exhibit D** describes all Homelessness Resolution Program ("HRP") and Youth Housing Stability ("YHS") (together or separately, the "Program") activities. Only the eligible uses specifically authorized in **§5.2.1** of **Exhibit B** are eligible for reimbursement by DOLA under this Agreement.

2. **COMPLIANCE.** Grantee shall administer the Project in accordance with the activity descriptions set forth in this **Exhibit D**, DOH policies and procedures for the Program, Applicable Laws listed in **Exhibit A**, applicable regulations, including but not limited to 24 CFR Parts 84, 85, 91, and 576, as well as all related federal, state, and local requirements.

3. **ACTIVITY DESCRIPTIONS.**

3.1. Emergency Shelter. Subject to the expenditure limit in §576.100(b), the Program funds may be used to provide essential services to homeless families and individuals in emergency shelters and operate emergency shelters. Pursuant to 24 CFR 576.101(c), if Grantee is a unit of general-purpose local government and is awarded ESG funds, such ESG funds cannot be used to replace funds the local government provided for emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose is in severe financial deficit.

3.1.1. Essential services. The Program funds may provide essential services to individuals and families who are in an emergency shelter, as follows:

3.1.1.1. Case management. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs is eligible. Component services and activities consist of:

3.1.1.1.1. Using the centralized or coordinated assessment system as required under §576.400(d);

3.1.1.1.2. Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility;

3.1.1.1.3. Counseling;

3.1.1.1.4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

3.1.1.1.5. Monitoring and evaluating program participant progress;

3.1.1.1.6. Providing information and referrals to other providers;

3.1.1.1.7. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

3.1.1.1.8. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

3.1.1.2. Childcare. The childcare costs for program participants, providing food, and comprehensive and coordinated sets of appropriate developmental activities are eligible. The children must be under 13 unless they are disabled. Disabled children must be under the age of 18. The childcare center must hold a license from the jurisdiction in which it operates for its costs to be eligible.

3.1.1.3. Education services. When the program participant needs to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development ("GED"). Component services or activities are screening, assessment, and testing; individual or group instruction; tutoring; providing books, supplies, and instructional material; counseling; and referral to community resources.

3.1.1.4. Employment assistance and job training. The costs of employment assistance and job training programs are eligible, including classroom, online, and computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is eligible. Learning skills include those skills to secure and retain a job, including acquiring vocational licenses and certificates. Services that assist individuals in securing employment include employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

3.1.1.5. Outpatient health services. Eligible costs are for licensed medical professionals' direct outpatient treatment or services of medical conditions. The Program funds may pay for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

3.1.1.6. Legal services. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided and by a person(s) under the supervision of the licensed attorney regarding matters that interfere with the program participant's ability to obtain and retain housing. The Program funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community. Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants. Component services or activities may include program participant intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling. Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than hourly fees. Filing fees and other necessary court costs are also eligible. If the Subgrantee is a legal services provider and performs the services, the eligible costs are the Subgrantee's employees' salaries and other costs necessary to perform the services. Legal services for immigration and citizenship matters and mortgage requests are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

3.1.1.7. Life skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during physical or mental illness, domestic violence, substance use, and homelessness are eligible. These services are necessary to assist the program participant in functioning independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

3.1.1.8. Mental health services. Eligible costs are the direct outpatient treatment by licensed professionals for mental health conditions. The Program funds may provide these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management. Eligible treatment consists of crisis interventions, individual, family, or group therapy sessions, the prescription of psychotropic medications or explanations about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

3.1.1.9. Substance abuse treatment services. Eligible substance abuse treatment services are to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The Program funds may only pay for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community. Eligible treatment consists of the program participant intake, assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

3.1.1.10. Transportation. Eligible costs include the transportation costs of the program participant's travel to and from medical care, employment, childcare, or other eligible essential services facilities. These costs include the following:

3.1.1.10.1. The cost of a program participant's travel on public transportation;

3.1.1.10.2. If service workers use their vehicles, mileage allowance for service workers to visit program participants;

3.1.1.10.3. The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

3.1.1.10.4. The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

3.1.1.11. Services for special populations. The Program funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

3.1.2. Renovation. [Reserved].

3.1.3. Shelter Operations. Eligible maintenance costs (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the emergency shelter operation.

3.1.4. Staff-to-Participant Ratio. Staffing best practices include maintaining a staff-to-program participant ratio of no less than one case manager for every 20-to-30 households (i.e., a 1:20 through 1:30 case management ratio).

3.2. Street Outreach. Subject to the expenditure limit in §576.100(b), the Program funds may pay for the costs of providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under §576.2. Pursuant to 24 CFR 576.101(c), if Grantee is a unit of general-purpose local government and is awarded ESG funds, such ESG funds cannot be used to replace funds the local government provided for street outreach services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose is in severe financial deficit. The eligible costs and requirements for essential services consist of:

3.2.1. Engagement. The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them to provide immediate support, intervention, and connections with homeless assistance programs and mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

3.2.2. Case management. The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the program participant's needs. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under §576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

3.2.3. Emergency health services. Eligible costs are for the direct outpatient treatment of medical conditions provided by a licensed medical professional operating in community-based settings, including streets, parks, and other places where unsheltered homeless people live. The Program funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants in understanding their health needs; providing direct or assisting program participants in obtaining appropriate emergency medical treatment; and providing medication and follow-up services.

3.2.4. Emergency mental health services. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living. The Program funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems to resolve the problem positively or improve individual or family functioning or circumstances. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, an explanation of the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

3.2.5. Transportation. The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

3.2.5.1. The cost of a program participant's travel on public transportation;

3.2.5.2. If service workers use their vehicles, mileage allowance for service workers to visit program participants;

3.2.5.3. The cost of purchasing or leasing a vehicle for the Grantee or Subgrantee in which staff transports program participants and staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

3.2.5.4. The travel costs of Grantee or Subgrantee staff to accompany or assist program participants to use public transportation.

3.2.6. Services for special populations. The Program funds may provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

3.3. Rapid Re-Housing. The Program funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to program participants, only to third parties, such as property owners or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

3.3.1. Rental assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

3.3.2. Financial assistance costs. The Program funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

3.3.2.1. Rental application fees. The Program funds may pay for the rental housing application fee that is charged by the owner to all applicants.

3.3.2.2. Security and utility deposits. The Program funds may be used to pay for security deposits, including utility deposits, for eligible program participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

3.3.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from the Program funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

3.3.2.4. Utility payments. The Program funds may be used for up to 24 months of utility assistance within a 3-year period for each program participant, including up to 6 months of utility payments in arrears, provided that the program participant or a member of the household has an account in their name with the utility company or documentation demonstrating responsibility for the utility payments.

3.3.2.5. Moving cost assistance. The Program funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees. Storage fees are limited to a maximum of 3 months or until the program participant is in housing, whichever comes first.

3.3.3. Services costs. The Program funds may be used to pay the costs of providing the following services:

3.3.3.1. Housing search and placement. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

3.3.3.1.1. Assessment of housing barriers, needs, and preferences;

3.3.3.1.2. Development of an action plan for locating housing;

3.3.3.1.3. Housing search;

3.3.3.1.4. Outreach to and negotiation with owners;

3.3.3.1.5. Assistance with submitting rental applications and understanding leases;

3.3.3.1.6. Assessment of housing for compliance with the Program requirements for habitability, lead-based paint, and rent reasonableness;

3.3.3.1.7. Assistance with obtaining utilities and making moving arrangements; and

3.3.3.1.8. Tenant counseling

3.3.3.2. Housing stability case management. The Program funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

3.3.3.2.1. Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;

3.3.3.2.2. Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;

3.3.3.2.3. Counseling;

3.3.3.2.4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

3.3.3.2.5. Monitoring and evaluating program participant progress;

3.3.3.2.6. Providing information and referrals to other providers;

3.3.3.2.7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

3.3.3.2.8. Conducting re-evaluations required under §576.401(b).

3.3.4. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

3.3.5. Legal services. The cost of legal services, as set forth in §576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

3.3.6. Credit repair. The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

3.3.7. Re-Evaluations. Grantee or Subgrantee must re-evaluate each program participant's eligibility and the types and amounts of assistance the program participant needs at least once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

3.3.7.1. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

3.3.7.2. The program participant lacks sufficient resources and support networks necessary to retain housing without the Program assistance.

3.3.8. Staff-to-Participant Ratio. Staffing best practices include maintaining a staff-to-participant ratio of no less than one case manager for every 15 households (i.e., a 1:15 case management ratio).

3.4. Homelessness Prevention. The Program funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short-term and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400. Grantee and Subgrantees must not make payments directly to program participants, only to third parties, such as landlords or utility companies. In addition, an assisted property may not be owned by the Grantee, Subgrantee or the parent, subsidiary or affiliated organization of the Subgrantee.

3.4.1. Rental assistance. Short and medium-term rental assistance is tenant-based rental assistance that may be used to allow individuals and families to obtain rental units. Short-term rental assistance may not exceed rental costs accrued over a period of 3 months. Medium-term rental assistance may not exceed actual rental costs accrued over a period of 4-24 months.

3.4.2. Financial assistance costs. The Program funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

3.4.2.1. Rental application fees. The Program funds may pay for the rental housing application fee that is charged by the owner to all applicants.

3.4.2.2. Security and utility deposits. The Program funds may be used to pay for security deposits, including utility deposits, for eligible program participants. In contrast to the requirements regarding rental assistance payments, security and utility deposits covering the same period of time in which assistance is being provided through another housing subsidy program are eligible, as long as the assistance from the other housing subsidy program does not include security and utility deposits.

3.4.2.3. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from the Program funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

3.4.2.4. Utility payments. The Program funds may be used for up to 24 months of utility payments, including up to 6 months of utility payments in arrears, for each program participant, provided that the program participant or a member of the program participant's household has an account in the program participant's name with the utility company or proof of responsibility to make utility payments, such as cancelled checks or receipts in the program participant's name from the utility company.

3.4.2.5. **Moving cost assistance**. The Program funds may be used for reasonable moving costs, such as truck rental, hiring a moving company, or short-term storage fees. Storage fees are limited to a maximum of 3 months or until the program participant is in housing, whichever comes first.

3.4.3. **Services costs.** The Program funds may be used to pay the costs of providing the following services:

3.4.3.1. **Housing search and placement**. Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

3.4.3.1.1. Assessment of housing barriers, needs, and preferences;

3.4.3.1.2. Development of an action plan for locating housing;

3.4.3.1.3. Housing search;

3.4.3.1.4. Outreach to and negotiation with owners;

3.4.3.1.5. Assistance with submitting rental applications and understanding leases;

3.4.3.1.6. Assessment of housing for compliance with the Program requirements for habitability, lead-based paint, and rent reasonableness;

3.4.3.1.7. Assistance with obtaining utilities and making moving arrangements; and

3.4.3.1.8. Tenant counseling

3.4.3.2. **Housing stability case management.** The Program funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

3.4.3.2.1. Using the centralized or coordinated assessment system as required under §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;

3.4.3.2.2. Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;

3.4.3.2.3. Counseling;

3.4.3.2.4. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

3.4.3.2.5. Monitoring and evaluating program participant progress;

3.4.3.2.6. Providing information and referrals to other providers;

3.4.3.2.7. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

3.4.3.2.8. Conducting re-evaluations required under §576.401(b).

3.4.3.3. Mediation. The cost of mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

3.4.3.4. Legal services. The cost of legal services, as set forth in §576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

3.4.3.5. Credit repair. The cost of credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

3.4.3.6. Re-evaluation. Grantee or Subgrantee must re-evaluate each program participant's eligibility and the types and amounts of assistance the program participant needs not less than once annually for program participants receiving rapid re-housing assistance.

3.4.4. Staff-to-Participant Ratio. Staffing best practices include maintaining a staff-to-participant ratio of no less than one case manager for every 20-to-30 households (i.e., a 1:20 through 1:30 case management ratio).

3.5. Bridge Housing. "Bridge Housing" is temporary housing for those who have been matched with a permanent housing resource to safely reside while waiting to move into housing. This assistance may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. It is designed to provide housing-focused supportive services that support a timely and successful transition into permanent housing. Eligible Activities include

3.5.1. **Supportive service costs**. Supportive services in Bridge Housing are designed to help program participants resolve barriers and prepare for permanent housing. Allowable activities include:

3.5.1.1. Housing search and placement assistance

3.5.1.2. Housing stability case management and service coordination

3.5.1.3. Legal services needed to resolve housing-related barriers

3.5.1.4. Referrals and coordination with physical and behavioral health care provider

3.5.1.5. Childcare, transportation, and other logistics that support housing placement

3.5.1.6. Connection to educational, vocational, and employment services

3.5.1.7. Peer support and mentorship opportunities, including staffing with individuals with lived experience

3.5.1.8. Linkages to recovery care, residential treatment, or other stabilizing community resources

3.5.2. **Temporary financial assistance.** Funds may be used for operating and program participant-related costs necessary to maintain a safe housing environment. Allowable uses include:

3.5.2.1. Motel/hotel voucher costs (if part of the model and not master leased) when tied to a housing plan and supportive services.

3.5.2.2. Transportation

3.5.2.3. Utility deposits, security deposits (up to 2 months), first and last month's rent, moving costs assistance (e.g., truck rental, moving company fees)

3.5.2.4. Master-leased motel rooms or a Bridge Housing site (rent, utilities, supplies, security)

3.5.3. **Staff-to-Participant Ratio.** Staffing best practices include maintaining a staff-to-participant ratio of no less than one case manager for every 15 households (i.e., a 1:15 case management ratio).

3.6. Homeless Management Information System - Data Collection and Evaluation.

3.6.1. **Data collection**. Reporting for the Program will be conducted using the Colorado Homeless Management Information System ("HMIS") or a comparable program participant-level database for Victim Service Providers ("VSP"). The DOH VSP database is called "Vela" (https://www.veladirect.com/about-us/). Therefore, reasonable and appropriate costs associated with operating HMIS or Vela for collecting and reporting data required under the Program and analyzing patterns of use of the Program funds are eligible. For entities funded solely for HMIS or data collection, Program funds may only be used for system support, reporting, and technical assistance and may not be used for direct financial assistance or household-level services.

3.6.2. **Eligible costs**. Eligible costs include (a) the purchase or leasing of computer hardware, (b) purchase of software or software licenses, (c) purchase or leasing equipment, including telephones, faxes, and furniture, and (d) staffing associated with operating HMIS or Vela including data collection, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS Lead, training staff on using the HMIS or comparable database, and implementing and complying with HMIS requirements.

3.6.3. **Ineligible costs**. Ineligible HMIS activities include, without limitation, the development of new software systems.

3.6.4. **Coordinated Assessment**. Grantee and Subgrantee shall participate in the coordinated assessment process and collect consistent baseline data to ensure data collected is consistent across the State and Continuum of Care.

3.6.5. **Evaluation**. Grantee and Subgrantee(s) must comply if asked to participate in HUD-sponsored research and evaluation of the Program. Eligible costs include costs for Grantee participation in HUD research and evaluation of the program.

3.7. **Administration**. The Program funds may be used for the costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

3.7.1. Salaries, wages, and related costs of the Grantee's staff, the staff of Subgrantees, or other staff engaged in program administration. In charging costs to this category, the Grantee may either include the entire salary, wages, and related costs allocable to the program of each person's *primary* responsibilities concerning the program involving program administration assignments or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The Grantee may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

3.7.1.1. Preparing program budgets and schedules and amendments to those budgets and schedules;

3.7.1.2. Developing systems for assuring compliance with program requirements;

3.7.1.3. Developing interagency agreements and agreements with Subgrantees and contractors to carry out program activities;

3.7.1.4. Monitoring program activities for progress and compliance with program requirements;

3.7.1.5. Preparing reports and other documents directly related to the program for submission to HUD, if applicable;

3.7.1.6. Coordinating the resolution of audit and monitoring findings;

3.7.1.7. Evaluating program results against stated objectives; and

3.7.1.8. Managing or supervising persons whose primary responsibilities concerning the program include such assignments as those described in this **§3.7**.

3.7.2. Travel costs incurred for monitoring of Subgrantees;

3.7.3. Administrative services performed under third-party contracts or agreements, including general legal, accounting, and audit services; and

3.7.4. Other costs for goods and services required for program administration include rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space

3.7.5. Administrative costs *do not* include the costs of issuing financial assistance, providing housing relocation and stabilization services, or carrying out eligible data collection and evaluation activities, as specified above, such as Grantee or Subgrantee staff salaries, costs of conducting housing inspections, and other operating costs. These costs should fall under one of the other eligible activity categories in this **Exhibit D.**

3.8. Formerly Incarcerated People ("FIP") Set-Aside. The Formerly Incarcerated People ("FIP") Set-Aside is supported by a combination of state and federal funding sources, including Proposition 123 - Persons Experiencing Homelessness ("PEH"), Department of Corrections ("DOC") Interagency Agreements, and Long Bill appropriations. This dedicated funding stream is designed to support specialized housing interventions for individuals exiting incarceration who are experiencing homelessness or housing instability. Under this activity, eligible activities include both FIP Bridge Housing, a short-term intervention providing immediate shelter while permanent housing is secured, and FIP Rapid Re-Housing, which offers rental assistance and housing stabilization services to promote long-term housing success. Grantees may receive FIP funding in conjunction with general Program funds.

3.8.1. Target population. The FIP Set-Aside is intended to serve individuals with recent or current justice involvement who are at risk of or currently experiencing homelessness. Eligible households must include individuals who are either currently incarcerated with a housing plan actively in development, or who have exited incarceration within the past 24 months. In addition to justice involvement, this assistance must be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or the criteria under the "at risk of homelessness" definition at the time of enrollment.

3.8.2. Required program and service standards. Successful implementation of the FIP Set-Aside requires strong coordination with DOC and established reentry partners. At least 75% of FIP-funded program participants must be referred through DOC or its designated partners, such as parole officers, DOC housing specialists, or community-based justice navigation providers. Grantees are expected to maintain ongoing communication with these partners to ensure effective housing transitions and continuity of care for justice-involved individuals.

3.8.3. Budget and cost guidelines allowable expenses. FIP Set-Aside funding under the Program may be used to support eligible activities under Bridge Housing and Rapid Re-Housing interventions targeted to formerly incarcerated individuals. Funding may cover both program participant-level financial assistance and supportive services necessary to secure and sustain permanent housing. Refer to allowable expenses in **§3.5 Bridge Housing** and **§3.3 Rapid Re-Housing**.

3.9. Duplication of other resources. The Program intends to provide funding for housing expenses to persons who are homeless or who would be homeless if not for this assistance. Therefore, financial assistance or services to pay for expenses available through other programs are not eligible. Case managers should work to link program participants to these other resources.

3.10. Mortgage costs. Financial assistance may not pay for any mortgage costs or costs needed by homeowners to assist with any fees, taxes, or other costs of refinancing a mortgage to make it affordable, including the development and implementation of any mortgage assistance activity costs including, but not limited to, short-term subsidies to defray mortgage arrearages.

3.11. Other activities. The Program funds may not pay for the following items: credit card bills or other consumer debt; entertainment activities; cash assistance to program participants; and any activities identified as ineligible or prohibited in the DOH Program policies and procedures. Training for case managers and program administrators is an eligible administrative cost as long as it is directly related to Program operations through this Agreement. Programs may not charge fees to the program participants. Any Program funds used to support program participants must be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants.

3.12. Serving Persons Experiencing Homelessness Program Area ("PEH"). Where not otherwise specified, PEH-funded activities shall align with ESG requirements under 24 CFR Part 576.

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Exhibit E, PII Certification

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to §24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by §24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: ___________________________

Printed Name: ___________________________

Date: ___________

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to §24-74-105, C.R.S., I, _Mandy Shreve________________, on behalf of ___City of Greeley_______________________ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by §24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: __________________________

Printed Name: Mandy Shreve__________________________

Title: Director, Homeless Solutions Dept., City of Greeley__________________________

Date: ___________

Exhibit F, Reserved

Exhibit G, Sample Option Letter

State Agency
Department of Local Affairs,
for the benefit of the Division of Housing
Existing CMS Numbers
000000, 000000 (A1), 000000 (OL1)
(Previous) Agreement Maximum Amount
$0,000,000.00
(Previous) Initial Agreement **Expiration Date**
$0,000,000.00
(Previous) Fund Expenditure End Date
Month XX, 202X

Grantee
[Name]
Encumbrance #
H6ESG34858
New CMS #
000000
(New) Agreement Maximum Amount
$00,000,000.00 **(**No change)
(New) Initial Agreement Expiration Date
$0,000,000.00 (No change)
(New) Fund Expenditure End Date
Month XX, 202X(No change)

Options:

A. Initial Agreement Expiration Date.
B. Fund Expenditure End Date.
C. Agreement Maximum Amount.
D. Project Budget.
E. Payment Schedule.
F. Milestones.
G. Service Area.
H. Responsible Administrator.
I. Remittance Address.

Required Provisions:

1. **<u>For use with Option 1(A)</u>:** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
2. **<u>For use with Option 1(B)</u>:** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.
3. **<u>For use with Options 1(C)</u>:** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
4. **<u>For use with Option 1(D)</u>**: The Project Budget in **§5.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

5.2. Project Budget

Budget Item	Amount
[Insert]	[Insert]
Total	[Insert]

5. **<u>For use with Option 1(E)</u>:** The **Payment Schedule** in **§6.1** of the **Statement of Work** (**Exhibit B)**,

as amended, is deleted and replaced with the following:

6.1. Payment Schedule

Payment	Amount	Timing
[Insert]	[Insert]	[Insert]
Total	[Insert]	[Insert]

6. **For use with Option 1(F):** The Milestones in **§3.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

   3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Insert]	[Insert]
Total	[Insert]

7. **For use with Option 1(G):** The Service Area in **§3.3** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

   3.3. Service Area. The services described within this Grant may be provided in [Area], State of Colorado.

8. **For use with Option 1(H):** The Responsible Administrator in **§4.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

   4.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

9. **For use with Option 1(I):** The Remittance Address in **§6.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

   6.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Grant:

   [Grantee Name]
   [Street Address]
   [City, State, Zip]

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO Governor Department of Local Affairs	STATE CONTROLLER
________________________ By: Executive Director	________________________ By: Controller Delegate
Date:________________________	Option Effective Date:______

Form 1, Sample Residency Declaration

In order to be eligible to receive the assistance you seek, you, as an applicant must be lawfully within the United States. Please read this Declaration carefully. Please feel free to consult with an immigration lawyer or other expert of your choosing.

I, ____________________________________, swear or affirm under penalty of perjury that (check one):

☐ I am a United States citizen, or

☐ I am a non-citizen national of the United States, or

☐ I have an immigration status that makes me a "qualified alien."

I hereby agree to provide any documentation which may be required pursuant to Federal law, Interim Guidelines published by the United States Department of Justice (62 FR 61344) or, if applicable, Colorado laws and regulations, if the Colorado laws are not inconsistent with Federal law.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this Declaration is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statues §18-8-503 and shall constitute a separate criminal offense each time a public benefit is fraudulently received.

____

Name (please print)

____

Signature

____

Date

Council Agenda Summary

May 19, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development

Title:

Resolution of the City Council of the City of Greeley establishing the Mayor's Economic Development Task Force

Summary:

This Resolution formalizes the Mayor's Task Force on Economic Development. Once adopted, the Mayor will appoint a Co-Chair and staff will work with the Chairs to complete formation and scheduling of task force meetings and duties.

On January 6, 2026, Mayor Hall directed staff via Initiative 02-2026 to prepare the formation of the Mayor's Economic Development Task Force. The purpose of the task force is to focus on business retention, business attraction, workforce development, and housing. The task force would include business leaders, educators, developers, small businesses, and residents. The objective is to see why businesses are closing, what can be done to improve, and look into whether it is the general economy or other root causes.

On May 12, staff presented the outline, structure, initial goals and purpose of the Task Force to City Council, seeking feedback and consensus to proceed. Feedback was received and incorporated into the program plan, including regular status briefings of Task Force activities to Council. Staff is prepared to begin work on implementation of this activity.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?
No Impact: This activity will be conducted with existing city staff and volunteers. No ongoing budget impacts are expected. One-time funds may potentially be required for specific Task Force activities, and if so, an appropriation would be requested via separate authorization.

Legal Issues:

None

Other issues and Considerations:

N/A.

Strategic Focus Area:

Business Growth
Community Vitality
Housing For All

Decision Options:

1. Adopt the resolution as presented; or
2. Amend the resolution and adopt as amended; or
3. Deny the resolution; or
4. Continue consideration of the resolution to a date certain.

Council's Recommended Action:

Adopt the resolution.

Attachments:

1. Resolution No. 76, 2026

THE CITY OF GREELEY, COLORADO

RESOLUTION No. 76, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREELEY ESTABLISHING THE MAYOR'S ECONOMIC DEVELOPMENT TASK FORCE

WHEREAS, Mayor Dale Hall wishes to establish a Mayor's Task Force on Economic Development that will guide priorities and implementation of the City of Greeley 2025 Economic Development Strategic Plan; and

WHEREAS, the City Council's Policies and Protocol authorizes the City Council to establish citizen advisory groups and City Council wishes to appoint an advisory group to provide actionable strategies for economic development in the City (the "Mayor's Task Force"); and

WHEREAS, the Task Force's purpose is to provide advisory guidance to the Mayor, City Council, and City staff to strengthen Greeley's economy, support existing business, attract targeted industries, expand workforce opportunity and ensure long-term, inclusive prosperity for the community; and

WHEREAS, the City Council finds that creation of the Mayor's Economic Development Task Force is in the best interests of the citizens of the City of Greeley.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby creates the "Mayor's Economic Development Task Force" and finds that the Task Force shall be in existence until disbanded by the Mayor. The Mayor anticipates the Committee to be in place for nine (9) to twelve (12) months. The responsibilities of the Mayor's Task Force are to form Strategic Action Teams based on subject matter expertise to address challenges and opportunities in designated focus areas, develop priorities and recommended actions specific to each focus area and assign timelines for implementation, and to develop the Mayor's Action Plan and Playbook for Economic Development.

Section 2. The Mayor shall appoint members to the Task Force.

Section 3. There shall be 15 - 30 members of the Task Force. The term for appointed members of the Task Force shall end when the Task Force is disbanded by the Mayor. The members of the Task Force shall be residents, business owners, and workers who have vested interest in the success of Greeley business and housing endeavors. To the extent possible, ward representation shall be determined pursuant to Section 2-558 of the Greeley Municipal Code.

Section 4. The Task Force shall have those powers and duties set forth in Section 2-553 of the Greeley Municipal Code. The Task Force shall conduct their meetings in accordance with Section 2-554 of the Greeley Municipal Code.

Section 5. The City Manager shall appoint an appropriate staff person to provide administrative support to the Task Force. The City Manager may provide other support and resources to the Task Force, including consultants or facilitators as deemed appropriate in the City Manager's sole discretion.

Section 6. The Mayor's Task Force will provide regular reports to the Mayor and City Council of meetings, activities, and milestone achievements, culminating in the final report delivered to the Mayor and City Council for adoption. The Task Force may continue to operate after adoption of the final report and shall remain in effect until the Task Force is disbanded by the Mayor.

Section 7. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ______ DAY OF _______ 2026.

ATTEST:	**THE CITY OF GREELEY, COLORADO**
________________________________	________________________________
Deputy City Clerk	**Mayor**

Council Agenda Summary

Title:

Pulled Consent Agenda Items

Summary:

Pulled Consent Agenda items will be considered in the order they appeared on the consent agenda.

Council Agenda Summary

May 19, 2026
Key Staff Contact: Martha Lanaghen, Human Resources Director

Title:

Public hearing and second reading of an ordinance authorizing a salary and certain benefits for the City Manager

Summary:

The Greeley City Charter requires fixing of compensation to be by ordinance. Brian McBroom has been appointed City Manager by Resolution effective May 6, 2026. The City Council has negotiated a contract with Mr. McBroom which will be presented to Council for approval on May 5, 2026. This ordinance authorizes the City Manager's salary and certain benefits provided in Mr. McBroom's City Manager Employment Agreement and authorizes the Mayor to sign the Employment Agreement.

The item was introduced at the May 5, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading for set for May 19, 2026.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Impact will be the ongoing salary for the city manager, plus benefits and perks - total estimated $400,000 ($300,000 base salary, $100,000k estimated benefits and car allowance).

Is it budgeted? Yes

If not, will it require a new appropriation? No

If yes, what source and fund will be used? General Funds

Are there any long-term financial impacts? No incremental impacts, the City Manager salary is budgeted at a rate equal to or more than the rate that is proposed in the ordinance (I.e. this contract is below the amount paid to former City Manager and lower than the amount budgeted for City Manager salary and benefits.

Is there grant funding for this item? No

Does this action have potential long-term fiscal implications? Not above those expected for the City Manager compensation.

Legal Issues:

Consideration of this matter includes the following public hearing steps:

1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

None.

Strategic Focus Area:

High-Performance Government

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 17, 2026 with Appendix A
2. Item - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 17, 2026

AN ORDINANCE AUTHORIZING A SALARY AND CERTAIN BENEFITS FOR THE CITY MANAGER

WHEREAS, on May 5, 2026 the City Council passed a Resolution appointing Brian McBroom the City Manager for the City of Greeley effective May 6, 2026; and

WHEREAS, the City Council must set the City Manager's compensation by ordinance pursuant to Section 3-15 of the Greeley City Charter.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The City Manager's salary is hereby set at $300,000.00 annually.

Section 2. Additional terms of employment are provided in a City Manager Employment Agreement which is attached hereto as Appendix A.

Section 3. The Mayor is authorized to sign the Employment Agreement upon approval of this ordinance.

Section 4. This ordinance shall be effective upon passage and the salary for Mr. McBroom shall be retroactive to May 6, 2026.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF_______, 2026.

ATTEST

By: ________________________________
City Clerk

THE CITY OF GREELEY, COLORADO

By:__________________________________
Mayor

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”) is entered into this ___ day of May, 2026 by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality (“City”) and Brian McBroom, (“Employee”). City and Employee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Manager of the City as provided by Article IV of the Charter of the City of Greeley, Colorado (“City Charter); and

WHEREAS, it is the desire of the Greeley City Council (the “Council”) to provide certain compensation and benefits to Employee, establish the terms and conditions of Employee’s employment with the City, and, to the extent permitted by law, define the working relationship between the Council and Employee; and

WHEREAS, Employee desires to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Employee agree as follows:

I. DUTIES

The City hereby agrees to employ Employee as City Manager to perform the functions and duties specified in Article IV of the City Charter and to perform such other legally permissible and proper functions as provided in other provisions of the City Charter, the City Code, and Colorado State law, and as the City Council may assign to Employee from time to time. Employee acknowledges and agrees that as City Manager he is an at-will City employee and is classified as an exempt employee under the Fair Labor Standards Act.

II. TERM

A. Employee shall commence employment with the City as City Manager pursuant to this Agreement effective May 6, 2026 (“Effective Date”) and shall continue in that position pursuant to Section 4-1 of the City Charter for an indefinite term.

B. Nothing herein shall prevent, limit or otherwise interfere with the right of the Council to terminate Employee’s employment pursuant to this Agreement as provided for in the City Charter. Further, nothing herein shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his employment as City Manager, provided, however, that Employee gives the City no less than thirty (30) days prior written notice of his intent to resign.

III. COMPENSATION AND BENEFITS

A. Salary. The City shall pay Employee an annual base salary of Three Hundred Thousand Dollars ($300,000.00) commencing on the Effective Date, which shall be payable in periodic installments at the same time as other City employees are paid and subject to customary and mandatory deductions required by law and any deductions authorized by Employee. Any subsequent modifications of Employee's salary shall be accomplished by Council ordinance and shall be incorporated into this Agreement by this reference without the necessity of further modification or amendment of this Agreement.

B. Paid Time Off. Employee shall accrue, hold and utilize paid time off as if Employee has tenure with the City of twenty-one years or more in accordance with City paid time off policies as described in the City's Employee Handbook. Employee shall be required to provide a quarterly report to the City Council regarding his paid time off usage and accrual.

C. Disability, Health, and Life Insurance. The City will offer and provide Employee and his qualified dependents the same insurance benefit package and plans provided to all full-time employees of the City, which benefit packages and plans currently include, without limitation, group life, accidental death and dismemberment insurance, long-term and short-term disability insurance, health and dependent care flexible spending accounts, dental insurance, vision insurance, and major medical insurance. Upon Employee's hire, Employee is eligible to immediately receive the benefits as set forth in this Section C.

D. Medical and other Leave. Employee shall be entitled to receive those medical leave benefits provided to all full-time employees of the City.

E. Retirement. The City shall contribute twelve percent (12%) of Employee's annual base salary to the City's 401(k) retirement savings plan. The City's contributions shall be contributed in installments corresponding with Employee's usual pay schedule and shall be calculated based on the amount of Employee's salary paid each pay period. As of the Effective Date, the City's contributions shall be fully vested on behalf of Employee.

F. Car Allowance. The City shall pay Employee a car allowance in the amount of Six Hundred Dollars ($600.00) per month to be used to purchase, lease, or own, operate and maintain a car.

G. Relocation. The City shall, according to City procurement procedures, contract with and pay a moving company the actual expenses of moving Employee and his family to their first permanent residence within the boundaries of the City up to an amount not more than 5% of base salary. Such expenses shall include the actual cost of packing, moving, storage, unpacking, and insurance. Employee shall submit no more than one invoice for relocation expenses and shall provide documentation as requested by the City's Finance Director.

H. Consideration shall be given on an annual basis to increase Employee's salary and other benefits.

IV. GENERAL EXPENSES AND PROFESSIONAL DEVELOPMENT

A. General Expenses. To the extent that the City's Finance Director is authorized by applicable administrative procedures and policies of the City, the Finance Director is authorized to pay directly or reimburse Employee for non-personal and generally job-related expenses upon receipt of proper documentation submitted not more often than monthly.

B. Professional Development. The City agrees to budget for and to pay for professional dues and subscriptions for the benefit of Employee necessary for continuation and full participation in International City Managers Association (ICMA), Colorado City and County Management Association (CCCMA), and Colorado Municipal League (CML), which are necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City. Further, the City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary and desirable for Employee's professional development and to pursue necessary official functions for the City, including, but not limited to, the ICMA Annual Conference, CCCMA Annual Conference, CML Annual Conference, and such other groups and committees in which Employee serves as a member. Employee shall attend no more than four (4) conferences per year unless Council directs otherwise.

C. Community Activities. The City recognizes the desirability of Employee participating in service and charitable organizations in the community and in the event Employee becomes a member of any such services or charitable organizations, the City will pay all reasonable expenses and fees related to such membership to the extent such expenses and fees are budgeted for and appropriated.

V. TERMINATION AND SEVERANCE

A. Pursuant to Article IV of the City Charter, Employee shall be considered an at-will employee under this Agreement and, therefore, the Council may remove Employee from his position as City Manager at any time with or without cause.

B. In the event that Employee is removed from his position as City Manager by the Council for "cause," Employee shall only be entitled to such accrued compensation and benefits as are required to be paid or provided to him under this Agreement. As used in this Section V, the word for "cause" shall mean: (1) conviction of a felony or a crime of moral turpitude; (2) dishonesty towards, fraud upon, or deliberate injury or attempted injury to the City; or (3) uncured breach by Employee of a term or condition of this Agreement.

C. In the event that Employee voluntarily resigns from his employment with the City under this Agreement, Employee shall not be entitled to receive any further compensation, including, without limitation, severance pay from the City accruing after the effective date of his resignation. Employee shall, however, be entitled to receive from the City all compensation and benefits that have accrued under this Agreement up to the effective date of his resignation. In the event Employee voluntarily resigns from his position as City Manager, Employee shall provide no less than thirty (30) days' notice to the City.

D. For the purposes of this Section V, termination shall occur if any of the following events occur:

1. The City, the electors of the City, the Colorado State Legislature or the Colorado Courts amend or abolish any provision of the City Charter, City Code, or state law pertaining to the duties, powers, role, authority, and responsibilities of the Employee's position as City Manager in such a manner that substantially changes the form of the City's government;

2. If the City materially reduces Employee's base salary, compensation, or any other benefit, unless such reduction is applied in a proportionally equal manner to all City employees;

3. If Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body.

E. In the event that Employee is removed from his position as City Manager by the Council for any reason other than for "cause" as defined in Section V.B. above, or if a termination event occurs as defined in Section V.D. above, the City shall provide a severance payment equal to seventy-five percent (75%) of his annual base salary. The severance payment payable to Employee shall be paid in a lump sum unless otherwise agreed to by the City and Employee. The payment to be made is intended to compensate Employee for release of all legal and equitable claims of Employee and shall be paid only in the event Employee executes a release of such claims in a form acceptable to the City.

F. In the event Employee voluntarily resigns from his position as City Manager under this Agreement or is removed from his position by the Council with or without cause, Employee shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and applicable law as any City employee who has resigned or been terminated from employment with the City would be entitled to retain.

VI. PERFORMANCE EVALUATION

City Council shall, together with a third party agreeable to the Council and Employee, review the performance of the Employee no later than March 1 of each year in accordance with the performance review process for all City employees. The review shall focus on Employee's performance of the duties and responsibilities assigned to the City Manager position by the City Charter, City Code, and this Agreement, as well as the achievement of any goals or performance objectives established by the City Council in consultation with Employee. The review process shall, at a minimum, include the opportunity for the Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in a closed or open meeting of the City Council at the option of Employee; and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

City Council agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine that it is desirable to do so on the basis of (1) merit following an annual performance evaluation made at the same time as similar consideration is given other general City employees; and (2) an annual analysis of salaries and compensation for similar positions within Colorado and nationally, conducted by the Human Resources Department or a third party consultant, to ensure the Employee's salary and benefits remain market competitive.

VII. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours on business for the City. As City Manager, Employee is subject to calls at any time, is required to attend night meetings, and is required to participate in various activities that benefit the City, often working long hours and at times that are not considered normal working hours. The Council expects Employee to manage his schedule and working hours using good professional judgment in establishing an appropriate work schedule.

VIII. RESIDENCY REQUIREMENT

Pursuant to the City Charter, Employee agrees to reside within the boundaries of the City at all times during his employment pursuant to this Agreement. Employee shall establish his permanent residence within the City of Greeley within 60 days of the date of this Agreement.

IX. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting, teaching, or speaking opportunities provide indirect benefits to the City and the community, Employee may accept, with the Mayor's and Council's approval, limited consulting, teaching, and speaking opportunities where such opportunities shall not constitute interference with, nor a conflict of interest with, Employee's responsibilities under this Agreement. Employee shall submit all requests for outside consulting, teaching or speaking opportunities in writing to the Council.

X. INDEMNIFICATION

To the extent the City is required and authorized to do so under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq*.) and other applicable law, the City shall indemnify and defend Employee for all civil claims brought against Employee which arise out of an alleged act or omission by Employee occurring during the performance of this Agreement, within the scope of his employment as City Manager, and provided that such act or omission is not willful or wanton.

XI. BONDING

City shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance and which is within the scope of his employment as City Manager.

XII. APPLICABILITY OF PERSONNEL AND OTHER CITY POLICIES

A. Employee hereby acknowledges receipt and understanding of the City's current policies, rules and regulations applicable to employees working for the City. These policies, rules, and regulations include, but are not limited to, the City's Employee Handbook, and policies governing travel, purchasing, and p-card usage. Employee agrees to be bound by and adhere to these and other policies, rules, and regulations that apply to exempt management employees of the City, as they may be amended, modified, supplemented, or rescinded in the future.

B. In the event that any of the provisions of any policies are inconsistent with or conflict with the terms of this Agreement, the terms of this Agreement shall be controlling.

XIII. ANNUAL APPROPRIATION

All financial obligations of the City under this Agreement shall be subject to the Council's annual appropriation of the funds necessary to satisfy such obligations.

XIV. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if serviced personally, or three (3) days after mailing if mailed by certified first class mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Greeley
Attn: Mayor
1200 11th Avenue
Greeley, CO 80631

With a copy to: City Attorney
1100 10th Street
Suite 401
Greeley, CO 80631

If to Employee: Brian McBroom
____
____

XV. GENERAL PROVISIONS

A. Integration. This Agreement sets forth the entire understanding between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. Although the City's Personnel Policies applicable to Employee, as provided in Section XII above, may be amended, modified, supplemented, or rescinded at any time, the terms of this Agreement may only be modified by a written agreement signed by the Parties.

B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any judicial action brought by either Party to enforce the terms and conditions of this Agreement and/or to recover damages for a breach of this Agreement, shall be brought in the state courts located in Weld County, Colorado.

C. Assignment. This agreement is personal to the City and to Employee and may not be assigned or delegated by either Party without the prior written consent of the other Party.

D. No Waiver. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. No failure of either Party to enforce any term of this Agreement shall be deemed a waiver of future enforcement of that or any other term.

E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

G. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. Facsimile and electronic signatures shall constitute original signatures for all purposes of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

THE CITY OF GREELEY, COLORADO

By:______________________________
Dale Hall, Mayor

Attest:

____
Heidi Leatherwood, City Clerk

Approved as to availability of funds:

____
Kirk Jones, Director of Finance

Approved as to legal form:

____
Stacey Aurzada, City Attorney

EMPLOYEE

____
Brian McBroom

Approved as to legal form:

____
Reid J. Elkus
Elkus & Sisson, P.C.
Attorney for Employee

City Manager Compensation

Martha Lanaghen, Director Human Resources
Martha.Lanaghen@greeleygov.com
City Council Meeting – May 19, 2026

Agenda

- Background
- Compensation Overview
- Staff Recommendation

Background

In November, Brian McBroom was named Acting City Manager.

On May 5th, Council appointed Mr. McBroom to the position of City Manager and conducted compensation negotiations.

Today, we present an ordinance setting Mr. McBroom's compensation for second reading and adoption.

Compensation Overview

- Base Pay of $300,000 per year
- Health benefits – same offerings as all full-time regular employees
- Retirement contributions – 12% 401k contribution
- PTO – accrues at a rate equivalent to an executive with 21 or more years of tenure up to 500 hours cap.

Staff Recommendation

- Adopt and publish with reference to title only

Questions?

Council Agenda Summary

May 19, 2026
Key Staff Contact: Adam Prior, Chief Engineer, Karen Reynolds, Sean Chambers, Water & Sewer Director

Title:

Public hearing and second reading of an ordinance authorizing the acquisition of real property by purchase or the power of eminent domain for the 12th St Outfall and potable water infrastructure

Summary:

The 12th Street Stormwater Outfall project is critical infrastructure that has been planned, modeled and refined over the past decade. Major work on the outfall started in 2022 to relocate sewer lines to make way for the water quality pond west of Hwy 85 and 8th Street where the 12th Street Outfall connects returns storm flows to the Cache la Poudre River. The stormwater water quality pond and the first ~1,800 feet of large capacity box culvert and pipe were completed in 2025. Subsequent phases of the outfall project must extended high capacity stormwater collection and conveyance infrastructure west along 12th St. across their railway and to 11th Ave., all in the in the next four years. The path forward for the project is essential to protect life, property and water quality.

The current water quality pond near Hwy 85 is significantly undersized for the anticipated flows from this large central Greeley stormwater collections basin. In 2024, the City Council approved an increased flood mitigation standard and design criteria that advanced the level of stormwater collection and conveyance capacity from a 10-year storm to a 100-year storm event. This regulatory action was taken to reduce flooding and manage the threat to public safety and property. Stormwater infrastructure and collection system basins were analyzed and updated in 2025 and 2026 to enable better stormwater management within the Downtown Revitalization projects. Due to the undersized water quality pond, increased flows to this outfall, and expanded collection area, there is an urgent need for more water quality infrastructure and pond capacity to protect the Cache La Poudre River and comply with local and state regulations. An additional stormwater line east of HWY 85 is needed to distribute higher stormwater flows from downtown along the river, ensuring adequate flow conveyance capacity. The high flow channel to the east adds essential capacity and alleviates flow scouring risk to several wastewater treatment facilities with discharge permits to the reach of River downstream and east of Hwy 85 and existing 12th St. Outfall.

The item was introduced at the May 5, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading were set for May 19, 2026.

Fiscal Impact:

If approved, will this item result in a positive, negative, or no impact on the budget?

Negative Impact: What is the onetime and/or ongoing amount? All properties will be purchased through the stormwater enterprise capital fund with an estimated cost of $1.4 million.

Is it budgeted? Yes, this was budgeted as part of the project costs.

If not, will it require a new appropriation? No.

If yes, what source and fund will be used? 432 – Stormwater Construction Fund

Are there any long-term financial impacts? Additional electrical, stormwater operations, and maintenance costs for the additional water quality basin.

Is there grant funding for this item? No.

Legal Issues:

Consideration of this matter includes the following public hearing steps:
1. City staff presentation (if requested)
2. Council questions of staff
3. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
4. Council discussion
5. Council decision

Other issues and Considerations:

This stormwater water quality pond is critical to meet regulations and needed to support downtown revitalization.

Strategic Focus Area:

Infrastructure and Mobility
Quality of Life

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 18 2026 with Exhibit A
2. Item - Presentation

THE CITY OF GREELEY, COLORADO
ORDINANCE NO. 18, 2026

AN ORDINANCE AUTHORIZING THE ACQUISITION OF INTERESTS IN REAL PROPERTY LOCATED IN WELD COUNTY, COLORADO, BY PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, FOR THE CONSTRUCTION, DEVELOPMENT AND MAINTENANCE OF STORMWATER MANAGEMENT INFRASTRUCTURE, PURSUANT TO SECTIONS 1 AND 6 OF ARTICLE XX, SECTION 7 OF ARTICLE XVI, AND SECTION 15 OF ARTICLE II OF THE COLORADO CONSTITUTION AND TITLES 31 AND 38 OF THE COLORADO REVISED STATUTES
(12TH STREET OUTFALL PROJECT)

WHEREAS, the City of Greeley ("City") is a Colorado home-rule municipality empowered, pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution, to, inter alia, construct, purchase, acquire, lease, add to, maintain, conduct, and operate public utilities and everything required therefor, within or without its territorial limits, for the use of the City, including through exercise of the power of eminent domain; and

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire property to convey water for domestic, irrigation, drainage, and other purposes; and

WHEREAS, C.R.S. §§ 31-15-101, et seq., and 38-1-101, et seq., provide the statutory framework within which the City may exercise the power of eminent domain; and

WHEREAS, on April 1, 2026, the City of Greeley Stormwater Board recommended that City Council acquire the real property interests set forth in this ordinance; and

WHEREAS, the City Council has determined that the acquisition of interests in real property for the construction, development, and maintenance of stormwater management infrastructure is needed for the public purpose of increasing stormwater conveyance for 100-Year storm flood resiliency, avoiding ongoing flooding impacts with these improvements, supporting redevelopment and economic vitality in the City's downtown area, enabling construction access and long-term maintenance, and providing compliant, regional water quality treatment volume and thereby protecting the City's citizens public health, safety, and general welfare; and

WHEREAS, the acquisition of interests in real property located in Weld County and identified on Exhibit A, whether by purchase or through exercise of the City's power of eminent domain, is accordingly necessary.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby determines that it is necessary for the City to acquire, either by purchase or through exercise of the power of eminent domain, interests in the real property identified on Exhibit A for the construction, development, and maintenance of stormwater management infrastructure.

Section 2. The City Council hereby determines that such acquisition of interests in the real property identified on Exhibit A for the construction, development, and maintenance of stormwater management infrastructure will serve the public purpose of increasing stormwater conveyance for 100-Year storm flood resiliency, avoiding ongoing flooding impacts with these improvements, supporting redevelopment and economic vitality in the City's downtown area, enabling construction access and long-term maintenance, and providing compliant, regional water quality treatment volume and thereby protecting the City's citizens public health, safety, and general welfare.

Section 3. City staff, consultants, and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either by purchase or through exercise of the power of eminent domain. Nothing in this ordinance is intended or shall be construed to preclude good faith efforts by City staff, consultants, and legal counsel to negotiate a voluntary purchase of the necessary interests in real property.

Section 4. The City Council hereby ratifies any previous actions taken by City staff, consultants, and legal counsel to negotiate the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with C.R.S. § 38-1-101, *et seq*.

Section 5. This ordinance shall take effect five (5) days after its final publication, as contemplated by Section 3-16 of the City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED this ____ day of ________________ 2026.

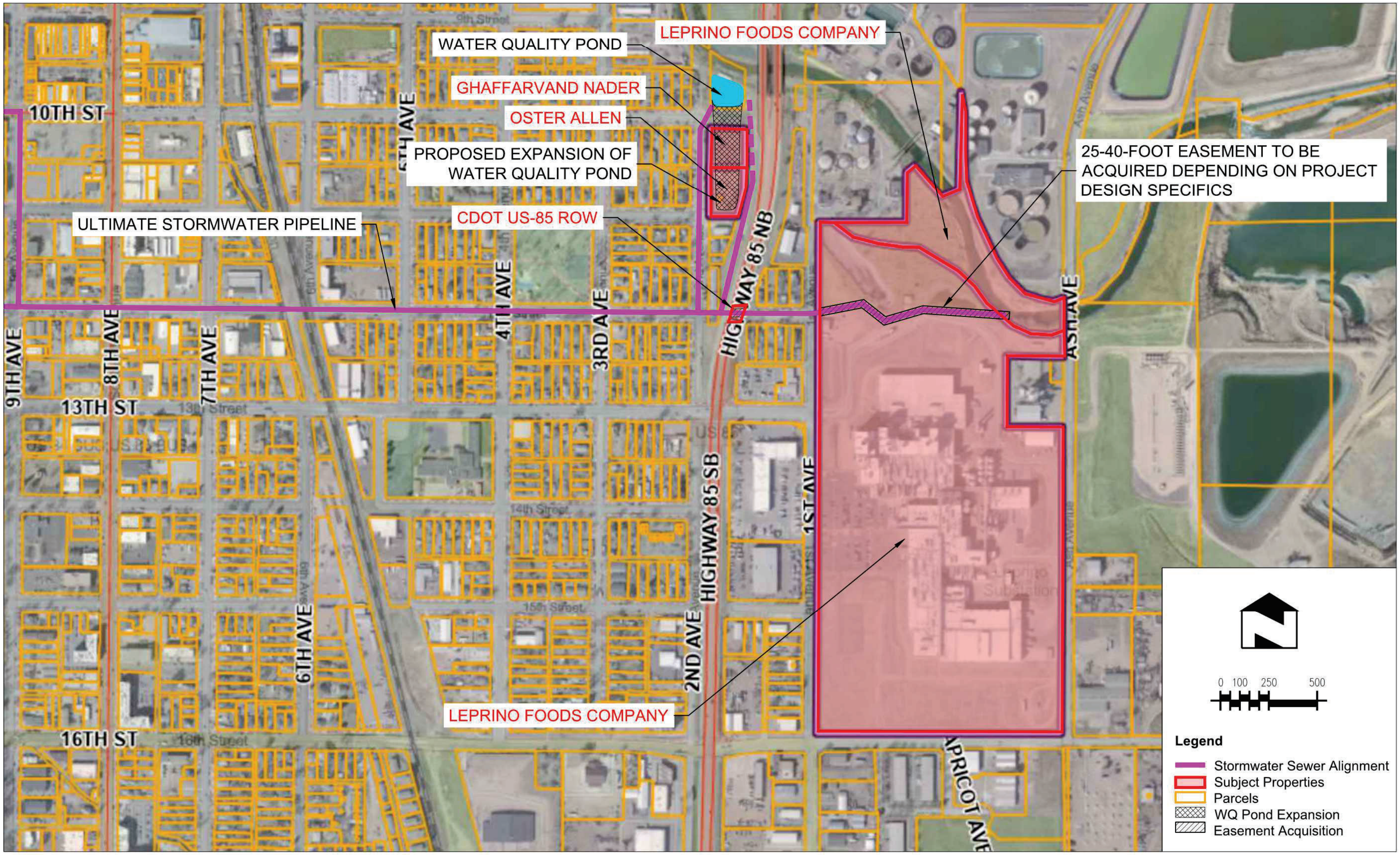
ATTEST: THE CITY OF GREELEY, COLORADO

________________________________ ________________________________

City Clerk Mayor

Exhibit A

12th Street Stormwater Outfall Property Acquisition



NAME	ADDRESS	CITY	STATE	ZIPCODE	PARCEL	LEGAL
GHAFFARVAND NADER	400 N 66TH AVE	GREELEY	CO	806348822	096105427003	GR 258 N2 BLK 133 EXC ALL THAT PT OF N2 BLK 133 LYING E OF THAT PT CONVEYED TO DEPT OF HIGHWAYS RECORDED JULY 31, 1961 IN BOOK 1590 AT PAGE 351
OSTER ALLEN	1028 2ND AVE	GREELEY	CO	806314202	096105427002	GR 259 S2 BLK133 EXC STATE HWY-BOOK 1580 PG 556 EXC PT E OF HWY TOGETHER WITH VAC N2 11 ST LYING E OF 2ND AV & W OF HWY 85 BYPASS
LEPRINO FOODS COMPANY	1830 W 38TH AVE	DENVER	CO	802112200	096109212005	OUTLOT A ASH MINOR
LEPRINO FOODS COMPANY	1830 W 38TH AVE	DENVER	CO	802112200	096109212001	L1 ASH MINOR
CDOT ROW					N/A	N/A

12th Street Stormwater Outfall: Easement and Real Property Acquisitions and Authorization Of Eminent Domain

Adam Prior, Chief Engineer

City Council Meeting – May 19, 2026

Agenda

- Describe the location of real property acquisition
- Provide background and reason for acquisition
- Eminent domain process refresher
- Recommended approval to acquire the property

- **Purpose:** Approval of an ordinance authorizing the use of eminent domain for the purchase of real property for the City of Greeley 12th Street Stormwater Outfall Project

12th Street Stormwater Outfall Overview

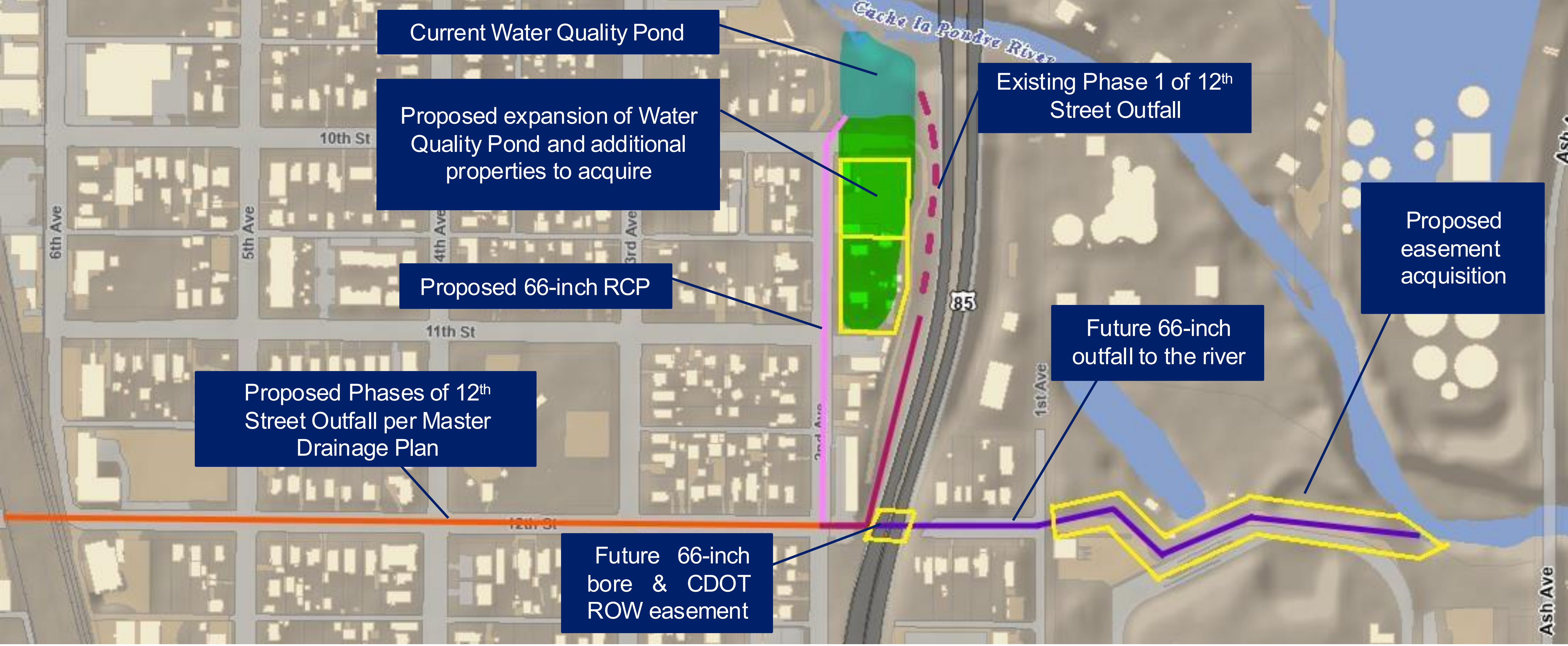
Phase 1 Construction Background

- Additional property was identified as a project need and presented from Eminent Domain Authority in 2020
- The COVID Pandemic delayed construction of the 12th Street Outfall
- Phase 1 construction was complete in 2025
- The water quality pond constructed using City-owned ROW and property only addresses a small portion of the water quality needs to meet City and State standards

Why Additional Properties an Easements Are Needed

To increase stormwater conveyance capacity for 100-year storm flood resiliency

- Capacity to address safety risks and avoid the impacts of flooding on downtown
- Needed to add stormwater system capacity to mitigate the risks to redevelopment
- Provide compliant, regional Water Quality (WQ) treatment volume
  - Existing WQ Pond (6 Ac-ft)
    - Current WQ volume required (9 Ac-ft)
    - Additional volume for downtown revitalization district (2 Ac-ft) = 11 Ac-ft
  - Current WQ pond (6 Ac-ft) + Additional 2nd Ave properties add (9 Ac-ft) = 15 Ac-ft
  - Additional volume for future WQ regulations
    - CDPHE regulations will become more stringent over time



12th Street Outfall – Critical Infrastructure for 100-Year Storm Events

Additional Water Quality Pond Design

Existing Water Quality Pond

Proposed Additional Water Quality Pond

Existing 8th St. & Hwy 85 WQ Pond, Constructed in 2020, and Requiring Expansion

12^{th} Street Outfall Project Acquisition Needs

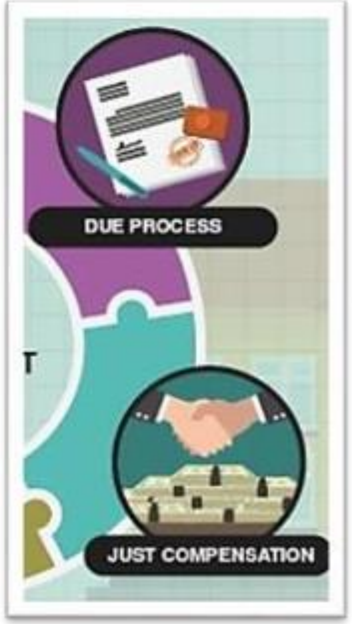
To construct the entire 12^{th} Street Outfall Project, the City needs to acquire additional property interests from property owners along the pipeline routes.

- Property interests needed to complete the project include:
  - Fee simple tracts,
  - Permanent easements, and
  - Temporary easements as determined by final project plans.
- The City uses a uniform acquisition process:
  - In accordance with law, defined process to negotiate in good faith with all affected owners
  - Process provides protections for both the buyer and seller
- City has reached out via USPS mail and phone to introduce the project and request permission to enter

- Council authorization is the first step in this process

Eminent Domain and Condemnation

Eminent Domain Authority: The City's **right** to acquire private property for projects that are determined to be for a public purpose, with payment of just compensation and due process.



Condemnation: A legal **action** (filing with the court) taken by the City, exercising its Eminent Domain authority to acquire an interest in real property for a public use.

Why We Use the Eminent Domain Process

Transparency

- Project Awareness & Public Purpose

Accountability

- Compliance with Federal law & State statute

Uniformity

- Ensuring consistent treatment for all effected property owners

Acquisition Process

City Council Eminent Domain Approval	Notice of Intent to Acquire Letters	Appraisals	Offer	Final Offer	Condemnation
• Transparency • Accountability • Uniformity	• Compliance • Communication	• 90-day appraisal right per Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act	• Just compensation • Stewardship of Taxpayer dollars • Ongoing negotiations	• Successful negotiation • Agreement reached • Compensation paid & rights acquired	• Immediate possession hearing & possible valuation trial • Ongoing negotiations possible • Add months to project timelines & budget for filing, possession, hearings, & trials

Preliminary Property Owner communications occur here

Historical Project Data

The below table details how many public purpose projects received eminent domain authority in the last 7 years, how many property owners and parcels were impacted by the project, and as of March 2026, how many condemnation cases were filed.

Year	No. Public Projects Obtained Eminent Domain Authorization	No. Property Owners	No. Parcels	No. of Property Owners the COG Filed for Condemnation
2019	5	25	31	1
2020	2	12	13	0
2021	0	0	0	0
2022	1	62	85	3: Project is active
2023	1	8	12	Project is active
2024	3	28	33	Projects are active
2025	1	13	25	Projects are active
	13	**148**	**199**	**4**

12th Street Outfall Project Property Acquisition Coordination

Standardized Landowner Engagement Process:

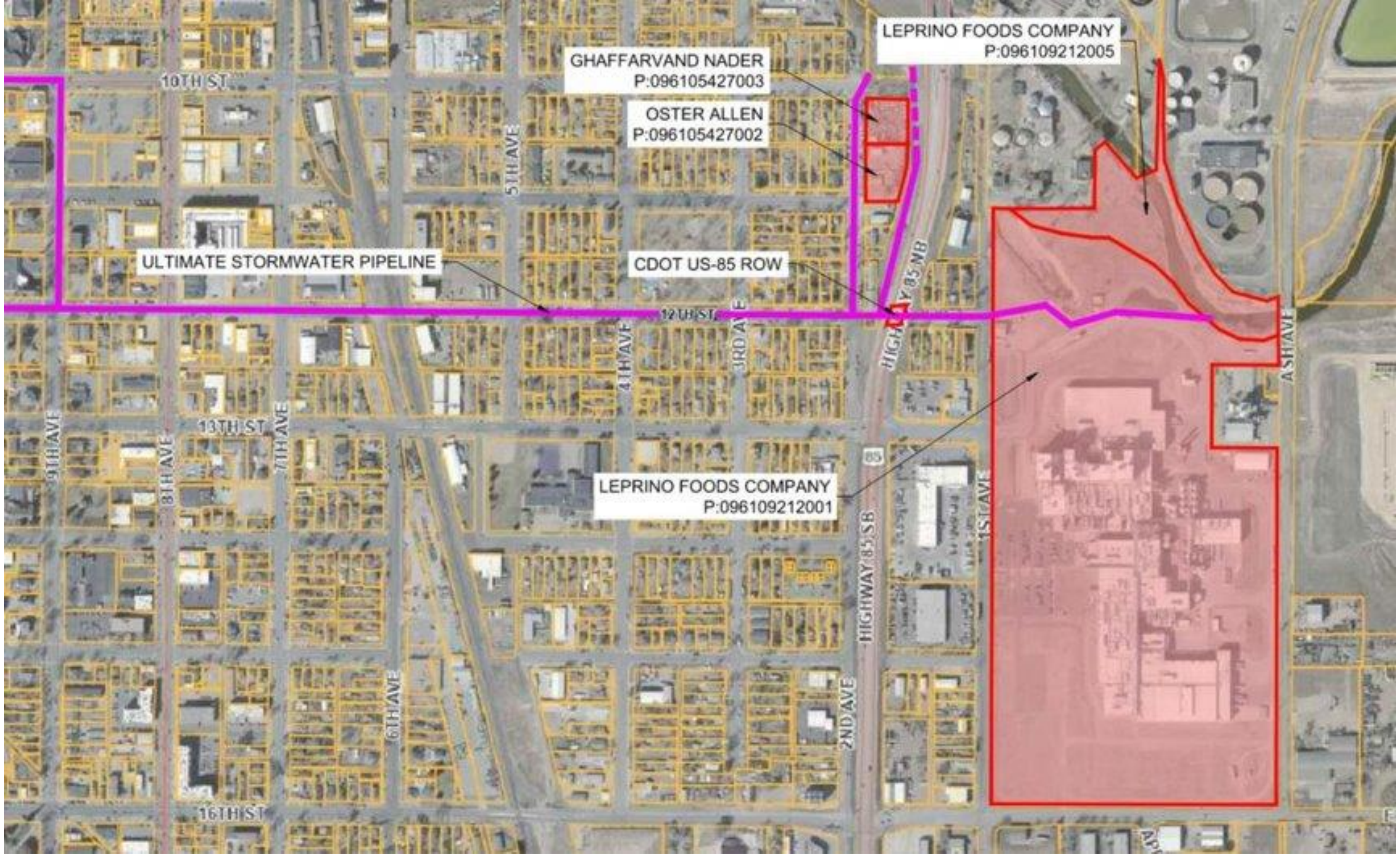
- City project staff & REM engaged with landowners along the route
- Met with affected property owners to:
  - Provide an overview of the project, purpose, and schedule
  - Attend onsite meetings to understand concerns and any site constraints
  - Review anticipated project needs
  - Review the subsurface pipeline easement acquisition process

12th Street Outfall Project Real Property Needs

- **Acquisitions along 2nd Avenue**
  - Nader Property
  - Allen Property

- **CDOT US-85 ROW**
  - Easement for crossing

- **Acquisitions East of US-85 – Leprino Foods Company**
  - Permanent and Temporary Easement for stormwater and water utility pipelines



12th Street Outfall Alignment

Project Acquisition Costs

- **Acquisitions of WQ Pond on 2nd Ave Properties**
  - Enterprise to purchase all other easement for projects
    - Estimated cost of $1.0- $1.3 million for fee simple purchase

- **Acquisitions of Leprino Properties**
  - Enterprises to purchase all other easement for projects
    - Estimated cost of $50 - $60 thousand for easements

Conclusions and Staff Recommendations

- City staff recommend approval of ordinance authorizing property acquisition and the use of eminent domain authority as needed to acquire real property and easements for the purpose of the 12th Street Outfall Project; and

- On April 1, 2025, the Stormwater Advisory Board recommended City Council to approve eminent domain authority to acquire property and easements for the 12th Street Outfall Project, as needed.

Questions

Council Agenda Summary

May 19, 2026
Key Staff Contact: Jeff Woeber, Planner III

Title:

Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, from Holding Agriculture (H-A) to Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) changing the land use designations for approximately 290.56 acres located southeast of the intersection of and US Highway 34 and County Road 17 (Uptown Rezone ZON2024-0002)

Summary:

The subject site is approximately 290.56 acres in size, currently zoned H-A. The majority of the property is undeveloped, aside from a contractor's yard with equipment/trailer storage use at the northwest corner. There are two oil and gas facilities near the southwest and southeast portions of the property. There is a 30± acre conservation easement located on the southeast portion of the property. A 40' x 40' parcel located near the northwest corner was conveyed to a gas utility and has been excepted from the subject property. The majority of the property has recently been used as agricultural cropland, with flat topography.

The subject site was annexed into the City of Greeley through the Roche Acres Annexation, recorded in the records of the Weld County Clerk and Recorder at reception number 2814098 on 12/18/2000. The property was zoned H-A (Holding Agriculture) at that time. The property has remained H-A, which is intended for properties which have been annexed into the City and is used as a pre-development district to preserve open and rural lands and agricultural uses, and/or to hold areas for more coordinated planning for infrastructure, land use, and design as applicable.

If the proposed rezoning is approved, the applicant would begin a subdivision review and approval process. Once developable lots are established with recordation of a subdivision plat or plats, proposed C-H and I-M uses will require site-specific processes and approvals.

The rezoning application was heard by the Greeley Planning Commission on April 14, 2026. The Planning Commission forwarded a recommendation of approval to the City Council by a unanimous 7 – 0 vote. Letters regarding the public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and public notice was published to the City of Greeley website.

Please click on this link April 14, 2026 Planning Commission Meeting to find the following documents:

1. ZON2024-0002 Uptown Rezone Staff Report FINAL
2. Vicinity Zoning Map
3. Applicant Project Narrative
4. Rezone Plan Set
5. Notice Boundary Map

6. Staff Presentation

The item was introduced at the May 5, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading were set for May 19, 2026.

Fiscal Impact:

There will be no impact on the budget. No City funds will be used other than for staff time, application fees are paid.

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:
1. City staff presentation
2. Council questions of staff
3. Applicant presentation
4. Council questions of applicant
5. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6. Rebuttal, if requested
7. Council discussion
8. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
Infrastructure and Mobility
Quality of Life

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 19, 2026 with Exhibit A
2. 04.14.2026 Draft Planning Commission Minutes
3. Addendum to Staff Report, ZON2024-0002 Uptown Rezone
4. Item - Staff Presentation
5. Item - Applicant Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 19, 2026
CASE NO. PUD2024-0001

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM HOLDING AGRICULTURE (H-A) TO COMMERCIAL HIGH INTENSITY (C-H) AND INDUSTRIAL MEDIUM INTENSITY (I-M) CHANGING THE UNDERLYING LAND USE DESIGNATIONS FOR APPROXIMATELY 290.56 ACRES LOCATED SOUTHEAST OF THE INTERSECTION OF AND US HIGHWAY 34 AND COUNTY ROAD 17

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO:

Section 1. The following described property located in the City of Greeley is hereby changed from the zoning district referred to as Holding Agriculture (H-A) to Commercial High Intensity (C-H) and Industrial Medium Intensity (I-M) in the City of Greeley, County of Weld, State of Colorado:

Legal Description
See Appendix A, attached hereto, and incorporated herein.

Section 2. The boundaries of the pertinent zoning districts as shown on the official zoning map are hereby changed so as to accomplish the above-described zoning changes, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This ordinance shall become effective five (5) days after its final publication as provided by the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED, THIS _____ DAY OF ________________________, 2026.

ATTEST: **THE CITY OF GREELEY, COLORADO**

__________________________________ __________________________________
City Clerk **Mayor**

APPENDIX A

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, FROM HOLDING AGRICULTURE (H-A) TO COMMERCIAL HIGH INTENSITY (C-H) AND INDUSTRIAL MEDIUM INTENSITY (I-M) FOR APPROXIMATELY 290.56 ACRES LOCATED SOUTHEAST OF THE INTERSECTION OF AND US HIGHWAY 34 AND COUNTY ROAD 17

LEGAL DESCRIPTION FOR REZONING AREA:

AN AREA OF LAND BEING THAT PART OF THE NORTH HALF (N1/2) OF SECTION SIXTEEN (16), TOWNSHIP FIVE NORTH (T5N), RANGE SIXTY-SEVEN WEST (R67W), OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 16, AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 16, T.5N., R.67W., AS BEARING NORTH 89°30'08" EAST AS MONUMENTED BY A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 38175 AT THE WEST END AND BY A #6 REBAR WITH A 2.5" ALUMINUM CAP STAMPED LS 13471 AT THE EAST END, BEING A GRID BEARING OF THE COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983, A DISTANCE OF 2560.93 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO.

THE LINEAL DIMENSIONS AS CONTAINED HEREIN ARE BASED UPON THE U. S. SURVEY FOOT.

THENCE SOUTH 00°14'53" WEST ALONG THE WEST LINE OF SAID NW1/4 OF SECTION 16 A DISTANCE OF 229.70 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE DEPARTMENT OF HIGHWAYS RECORDED JULY 19, 1974 IN BOOK 719 AT RECEPTION NO. 1640910 OF THE RECORDS OF WELD COUNTY AND TO THE **POINT OF BEGINNING**:
THENCE ALONG THE SOUTH LINE OF SAID PARCEL BY THE FOLLOWING THREE (3) COURSES AND DISTANCES:
THENCE SOUTH 89°45'07" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 43°35'28" EAST A DISTANCE OF 42.70 FEET; THENCE NORTH 89°32'27" EAST A DISTANCE OF 4274.67 FEET;
THENCE SOUTH 00°02'41" EAST A DISTANCE OF 680.52 FEET TO A POINT ON A CURVE (POC); THENCE ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST A DISTANCE OF 172.50 FEET, SAID CURVE HAS A RADIUS OF 256.35 FEET, A DELTA ANGLE OF 38°33'14" AND IS SUBTENDED BY A CHORD BEARING SOUTH 20°26'10" WEST A DISTANCE OF 169.26 FEET; THENCE SOUTH 39°42'47" WEST A DISTANCE OF 200.51 FEET;
THENCE NORTH 50°17'39" WEST A DISTANCE OF 58.99 FEET TO A POINT OF CURVATURE (PC); THENCE ALONG THE ARC OF A CURVE CONCAVE TO

THE SOUTH A DISTANCE OF 516.28 FEET, SAID CURVE HAS A RADIUS OF 745.00 FEET, A DELTA ANGLE OF 39°42'21" AND IS SUBTENDED BY A CHORD BEARING NORTH 70°08'49" WEST A DISTANCE OF 506.01 FEET;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 84.20 FEET; THENCE SOUTH 00°11'15" EAST A DISTANCE OF 740.09 FEET; THENCE SOUTH 89°37'43" EAST A DISTANCE OF 795.25 FEET;
THENCE NORTH 39°42'21" EAST A DISTANCE OF 289.39 FEET; THENCE SOUTH 50°17'39" EAST A DISTANCE OF 9.88 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 516.28 FEET, SAID CURVE HAS A RADIUS OF 745.00 FEET, A DELTA ANGLE OF 39°42'21" AND IS SUBTENDED BY A CHORD BEARING SOUTH 70°08'49" EAST A DISTANCE OF 506.01 FEET;
THENCE NORTH 90°00'00" EAST A DISTANCE OF 190.32 FEET TO THE EAST LINE OF THE N1/2 OF SECTION 16;
THENCE SOUTH 02°24'29" EAST ALONG SAID EAST LINE A DISTANCE OF 944.81 FEET TO THE SOUTH LINE OF THE N1/2 OF SECTION 16;
THENCE SOUTH 89°28'54" WEST ALONG SAID SOUTH LINE A DISTANCE OF 3898.72 FEET; THENCE NORTH 00°00'00" WEST A DISTANCE OF 529.07 FEET;
THENCE SOUTH 89°59'52" WEST A DISTANCE OF 118.99 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH A DISTANCE OF 90.26 FEET, SAID CURVE HAS A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 13°47'24" AND IS SUBTENDED BY A CHORD BEARING SOUTH 83°06'10" WEST A DISTANCE OF 90.04 FEET;
THENCE SOUTH 76°12'28" WEST A DISTANCE OF 161.02 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 90.26 FEET, SAID CURVE HAS A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 13°47'24" AND IS SUBTENDED BY A CHORD BEARING SOUTH 83°06'10" WEST A DISTANCE OF 90.04 FEET;
THENCE SOUTH 89°59'52" WEST A DISTANCE OF 198.67 FEET TO A PC;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH A DISTANCE OF 90.26 FEET, SAID CURVE HAS A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 13°47'24" AND IS SUBTENDED BY A CHORD BEARING NORTH 83°06'26" WEST A DISTANCE OF 90.04 FEET;
THENCE NORTH 76°12'44" WEST A DISTANCE OF 161.02 FEET TO A PC;

THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH A DISTANCE OF 90.26 FEET, SAID CURVE HAS A RADIUS OF 375.00 FEET, A DELTA ANGLE OF 13°47'24" AND IS SUBTENDED BY A CHORD BEARING NORTH 83°06'26" WEST A DISTANCE OF 90.04 FEET;
THENCE NORTH 89°59'10" WEST A DISTANCE OF 359.43 FEET TO THE WEST LINE OF THE N1/2 OF SECTION 16;
THENCE NORTH 00°14'53" EAST ALONG SAID WEST LINE A DISTANCE OF 1869.68 FEET TO THE SOUTH LINE OF THAT PARCEL OF LAND CONVEYED TO THE DEPARTMENT OF HIGHWAYS RECORDED JULY 19, 1974 IN BOOK 719 AT RECEPTION NO. 1640910 OF THE RECORDS OF WELD COUNTY AND TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM A PARCEL CONVEYED TO COLORADO-WYOMING GAS CO RECORDED AUGUST 26, 1964 AT RECEPTION NO. 1443997 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;
THENCE SOUTH 00°14'53" WEST ALONG THE WEST LINE OF SAID NW1/4 OF SECTION 16 A DISTANCE OF 748.56 FEET;
THENCE SOUTH 89°45'07" EAST A DISTANCE OF 30.35 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 89°45'07" EAST A DISTANCE OF 40.00 FEET;
THENCE SOUTH 00°14'53" WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 89°45'07" WEST A DISTANCE OF 40.00 FEET;
THENCE NORTH 00°14'53" EAST A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**.

SAID AREA OF LAND CONTAINS 234.91 ACRES (±10,232,445 SQ.FT.), MORE OR LESS (+/-), AND IS SUBJECT TO ANY RIGHTS-OF-WAY OR OTHER EASEMENTS OF RECORD AS NOW EXISTING ON SAID DESCRIBED AREA OF LAND.

BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

April 14, 2026, at 1:15pm

1. **Call to Order**
   Chair Yeater called the meeting to order at 1:15pm.

2. **Roll Call - Present**
   Chair Justin Yeater
   Commissioner Erik Briscoe
   Commissioner Jeff Carlson
   Commissioner Brian Franzen
   Commissioner Larry Modlin
   Commissioner Christian Schulte
   Absent
   Vice Chair Louisa Andersen (She arrived at 1:21pm)

3. **Approval of the agenda**
   There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. **Approval of the March 10, 2026, Planning Commission Meeting Minutes**
   Motion by: Commissioner Franzen
   He moved to approve the March 10, 2026, Planning Commission Meeting Minutes as presented.
   Second: Commissioner Carlson
   Vote: Motion passed 6-0
   Absent: Vice Chair Louisa Andersen

5. **Expedited Item: A public meeting to consider a request for right-of-way dedication along 83rd Avenue south of the US Highway 34 Bypass.**
   Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater turned it over to the Commission for action.
   Motion by: Commissioner Briscoe
   He moved that based on the application received in the preceding analysis, the Planning Commission finds that the proposed right-of-way dedication is in compliance with Greeley Development Code Section 24-213.b and therefore recommends City Council approval.
   Second: Commissioner Franzen
   Vote: Motion passed 6-0
   Absent: Vice Chair Louisa Andersen

6. **Expedited Item: A public hearing to consider a request to rezone approximately 290.56 acres from an H-A (Holding Agriculture) to C-H (Commercial High Intensity) and I-M**

(Industrial Medium Intensity) Zoning Districts, on property located southeast of the intersection of US Highway 34 and County Road 17.
Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater asked if staff were available for questions.

Jeff Woeber (Planner III) stated he was available for questions. Commissioner Schulte pointed out that the map does not clarify or remind him how the PUD designates the areas adjacent to the industrial sections, the Delantero PUD, specifically how those neighboring uses are defined. Mr. Woeber acknowledged that he was not familiar with those specific planning areas and would need to look into them further. He added that other staff members might be better positioned to answer, as he was not involved in the Delantero PUD.

Commissioner Schulte expressed concern that if estate housing or a similar residential use is located directly adjacent to the industrial areas, it would represent a sharp transition. He noted that if the neighboring area is designated for a different type of use, the issue may be less significant. Mr. Woeber noted that if the adjacent uses differ significantly, the code requires substantial screening, buffering, and landscaping to mitigate the transition between them. Caleb Jackson (Interim Planning Manager) stated that Planning Area 1, located just east of the subject property in the approved Delantero PUD, is designated for commercial and commercial-industrial uses.

With no other questions for staff, Chair Yeater invited the applicant to speak. Seeing none, Chair Yeater opened the public portion of the meeting at 1:21pm. Seeing none and before closing the public portion of the meeting, Chair Yeater invited the late-arriving Commissioner Andersen to share any comments on the item.

Commissioner Andersen noted that they had questions regarding the ingress and egress that could impact County Road 17. Mr. Woeber invited Tina Close (Interim Civil Engineer IV) to answer the question. Mrs. Close explained that roundabouts are proposed, but these will be further evaluated through a future Traffic Impact Study, as well as during the subdivision and site plan review processes.

Commissioner Andersen asked whether the city expects the roads to be upgraded to accommodate additional traffic and inquired about the timeline for those improvements. She referenced ongoing and long-standing congestion and safety issues on 83rd Avenue north of 10th Street, noting that conditions have worsened due to recent detours but have been problematic for years. She also raised concerns about County Road 17 and Highway 34, describing them as currently dangerous, and questioned how the city would address public safety concerns and frequent serious accidents if additional traffic is approved through rezoning. Mrs. Close explained that the development is located within the West Greeley GID boundary, and regional infrastructure maybe constructed as part of that district. If the timing of those improvements does not align with the project’s development, the applicant would need to provide interim improvements to serve the development.

Thomas Gilbert (Interim EDR Manager) stated that, based on his prior work on the Uptown zoning and Delantero project, a conceptual traffic study was submitted showing the property could be adequately served with interim improvements. These improvements would allow the project to proceed without requiring the full intersection upgrades planned under the West Greeley GID. He noted that while additional land use approvals are still required, the study demonstrated the project could meet criteria using interim solutions rather than the full-scale infrastructure improvements associated with Delantero, Cascadia, and related developments.

Commissioner Andersen acknowledged that a plan exists but noted that it is only an interim plan and does not appear to reflect long-term thinking. Mr. Gilbert explained that land use applicants are required to address short-term traffic impacts, while long-term improvements are typically the municipality's responsibility. He stated that the applicant has demonstrated the ability to meet current zoning and interim-condition criteria, and that engineering staff, CDOT, and the City of Greeley transportation team agreed the project can move forward. They also noted that, because this is a zoning matter, the proposal remains conceptual, and the applicant will ultimately be responsible for showing that any future development meets city criteria.

Commissioner Andersen expressed concern that, while each individual interim plan may meet the criteria on its own, the cumulative impact of multiple interim plans may not. Mr. Gilbert explained that the Delantero PUD assumed projected growth, including nearby development, and evaluated intersection performance based on existing zoning. The conceptual study considers site traffic, background conditions, and future development, concluding the proposal can meet required criteria. It also accounts for various buildout scenarios of surrounding properties and determined the site can proceed while addressing its share of traffic impacts.

Commissioner Franzen asked for contextual clarification and requested an example of what an interim improvement might be. Mr. Gilbert explained that an interim improvement could include relatively simple measures such as signal timing adjustments, adding turn lanes, or other changes based on traffic needs at the time of development. The Delantero PUD followed a similar approach, identifying what could be supported initially and outlining future improvement commitments as development expands. These improvements are expected to be funded through the West Greeley GID, with the Public Works team responsible for carrying out the work.

Chair Yeater sought to clarify that the developer would contribute their share of funding to the GID, which would then be responsible for constructing and delivering the interchange. Don Threewitt (Interim Community Development Director) stated that the current plan for the West Greeley GID includes this interchange as part of its infrastructure program, where it is considered a high priority and is already under design. In the meantime, city staff have worked closely with applicants to implement interim solutions while final design and funding are completed.

Chair Yeater asked whether, for this site, the focus should be on interim improvements rather than the full GID-funded improvements. Mr. Threewitt explained that the GID improvement represents the ultimate buildout, but a timeline for when the project will be completed is not yet available.

Commissioner Andersen asked for clarification on how the GID is funded, specifically where it obtains the money to pay for its projects. Mr. Threewitt explained that the GID is generally funded through assessments on all properties within the district, while noting that specific details are not yet available but would involve property tax–based financing.

Commissioner Franzen asked whether cash-in-lieu payments could be considered an interim improvement in this case, instead of physical construction, with funds directed to the GID. Mr.

Gilbert clarified that traffic improvements tied to development would not be addressed through cash-in-lieu or interim payments. If included in the GID, the city would construct the improvements and recover costs through the taxable district.

Commissioner Modlin asked how much of a primary developer's allocation is typically set aside for intersection improvements, and how planners anticipate future right-of-way needs as development occurs. Using 83rd Avenue as an example, he noted it currently lacks space for a double turn lane and questioned how long-term intersection expansion needs are projected during buildout. Mr. Gilbert explained that because final improvements may not be finished when nearby development occurs, interim improvements would be required. The intersection layout, right-of-way needs, and spacing will have already been reviewed by multiple agencies before completion. Developers would be responsible for implementing any necessary interim measures if they build before the full project is complete.

Commissioner Carlson requested clarification on how interim improvements and GID improvements interact, specifically asking whether the two are mutually exclusive. They noted that there appears to be significant overlap and potential for conflict between the two sets of improvements. Mr. Gilbert explained that interim improvements are typically minor, operational changes such as signal timing adjustments or added lanes, rather than full construction projects. These measures are intended to manage traffic until the final intersection improvements are made. Once construction of the permanent improvements begins, traffic management plans would be required to maintain access and circulation during construction. These plans are submitted through the permitting process and reviewed by Public Works traffic engineers to ensure safe and functional traffic flow throughout both interim and construction phases.

With no other questions for staff, Chair Yeater invited the applicant to speak. AJ Roche, representing the Uptown Developer, noted that, in addition to traffic concerns, essential utility services are not yet in place at the site, meaning any development is still years away. He explained that they and others have been in extensive discussions with Public Works and city staff for the past 3–4 years regarding transportation and roadway design. Mr. Roche continued by saying the project remains in a conceptual stage with no site plans or subdivision proposals ready for submission, though multiple options and plans are being considered. He also emphasized long-term awareness of the property's safety issues, particularly a dangerous intersection, and stated that improvements to that area should be addressed before any development occurs to ensure safety for local residents and commuters.

Chair Yeater asked if there were any questions for the applicant. Seeing none, Chair Yeater turned it over to the Commission for action.

Motion by: Commissioner Schulte
He moved that based on the application received and the preceding analysis, The Planning Commission finds that the proposed rezone from holding agriculture to commercial high intensity and industrial medium intensity is in compliance with Section 24-204.b of the Greeley Development Code and therefore recommends City Council approval.
Second: Commissioner Franzen
Vote: Motion passed 7-0

7. **Staff Report:**
Mr. Jackson shared that at the next meeting, staff will present public hearing items and hold a work session featuring a consultant for the Eastside Area Plan, including new concepts for feedback and discussion. He also noted increased coordination with the Urban Renewal Authority and Economic Development staff to advance planning efforts tied to redevelopment. This includes moving forward with the 10th Street Small Area Plan, aligned with the 10th Street TIF (Tax Increment Financing) District, and similar efforts related to the Eastside Area Plan, which overlaps with the East 8th Street and Western Sugar TIF districts. These funding sources are intended to support public improvements that could encourage reinvestment and redevelopment in these areas.

   Chair Yeater requested an update on the Cascadia project if possible, noting that commission members are frequently asked about its status. Mr. Threewitt noted that project activity is shifting, with construction and earthwork slowing as certain components are paused or adjusted, while remaining work continues in a reduced capacity. At the same time, the Citizens Oversight Committee process is increasing, including member recruitment and appointments. Staff are consolidating project information for review, with a focus on transparency and helping the committee understand the project's history to inform future direction as construction activity winds down.

   Commissioner Franzen stated at the last meeting, there was brief discussion regarding potential Supreme Court rulings, and an update was requested on any recent developments. Mr. Threewitt shared there were no updates at this time. The discussion referred to the Telluride case, and to Mr. Threewitt's knowledge, there have been no recent developments as of today.

8. **Adjournment:**
Chair Yeater adjourned the meeting at 1:41pm.

Justin Yeater – Chair	**Don Threewitt – Interim Community Development Director**

ADDENDUM TO STAFF REPORT, ZON2024-0002 UPTOWN REZONE

ITEM:	A public hearing to consider a request to rezone approximately 290.56 acres from an H-A (Holding Agriculture) to a C-H (Commercial High Intensity) and I-M (Industrial Medium Intensity) Zoning Districts, on property located southeast of the intersection of US Highway 34 and County Road 17
FILE NUMBER:	ZON2024-0002
PROJECT:	Uptown Rezone
LOCATION:	Located southeast of the intersection of Highway 34 and County Road 17
APPLICANT:	LAI Design Group of Colorado
CASE PLANNER:	Jeffrey Woeber, Planner III

ADDENDUM:

There have been recent questions regarding the Uptown Rezoning, which proposes rezoning approximately 291 acres from H-A (Holding Agriculture) to C-H (Commercial High Intensity) and I-M (Industrial Medium Intensity). In question is why Planning staff did not direct the Uptown rezone owner/applicant to apply for a Planned Unit Development (PUD) rather than the proposed "straight zoning." Questions have been voiced concerning whether a considerable portion of the property should become a park or parks versus being developed with commercial and light industrial type uses. Below are staff's responses to address these concerns:

- This rezone has been in process since May 2024, and there were apparently fairly extensive discussions with owner/applicant prior to that. The possibility of a PUD was brought up at that time and the applicant determined straight zoning to C-H and I-M was a better fit. It appears that City staff suggested a PUD but the City cannot force an applicant to go from a traditional zoning district to a PUD, it is the applicant's choice on what they want to choose.

- There is a community separator along CR 17 significantly extending into the Uptown rezone property. It appears the community separator area is a bit over half of the 291 acres. Community separator is a classification on the Comp Plan "Land Use Guidance Map."

- Much of the remainder of the Uptown area is classified on the map as "Employment, Industrial and Commercial Area."

- From the PC staff report: "Although the proposed rezoning is not entirely consistent with this (community separator) designation, staff notes the planning for this area in the western part of the City is currently undergoing a comprehensive review. This will reconsider planning recommendations for the subject site as well as for other major rezonings and projects in this area of the city. Additionally, the City recently adopted a Three-Mile Plan adding the potential for annexation of land into Greeley further west of the subject site where transitions between communities may be more appropriate.

- The owner/applicant, "Golden Eye Investments LLC" acquired this property in December 2017 according to Weld County Assessor's records. This was prior to the City's February 2018 adoption of the Imagine Greeley Comprehensive Plan.

- Applicant does have a 30-acre area under a conservation easement that will be, according to applicant's narrative, "a large natural park." It also mentions this will involve a natural area with trails that will "support the future adjacent regional trail and park network." This 30-acre area is at the southeast portion of Uptown. Other open space requirements would be triggered with subdivision and SPR, upon zoning approval.

- The 30-acre park proposed in Uptown is relatively similar to what is proposed for the adjacent Delantero PUD. Delantero parks acreage is 79 acres of the 822-acre gross area (9.6%) and Uptown is 30 acres of 291 acres (10%).

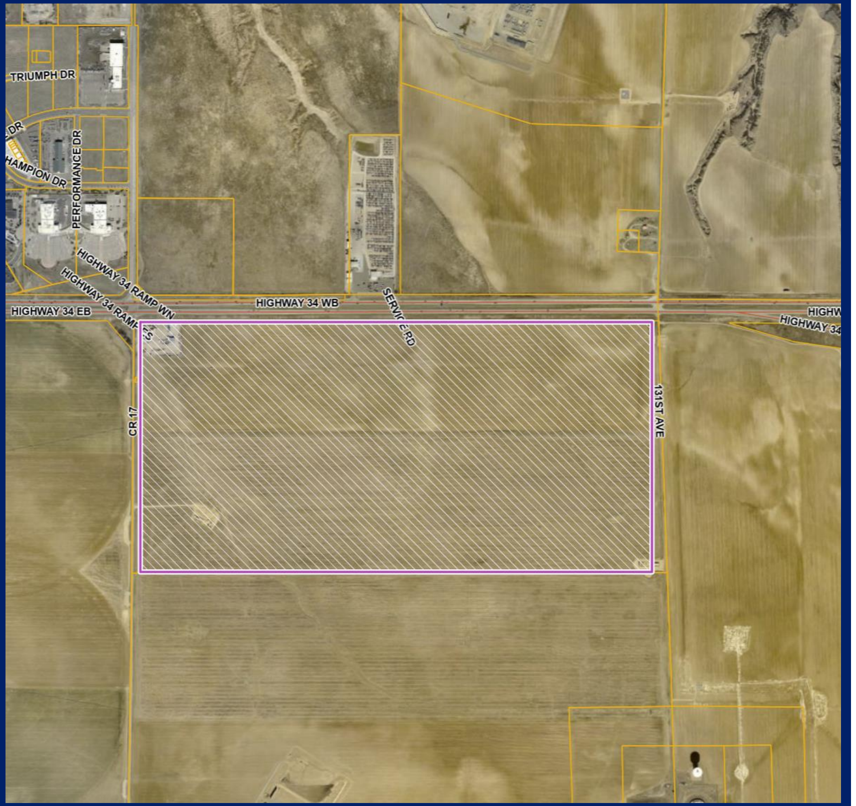
- Landscaping requirements in the Greeley Development Code require screening and buffering along the perimeter of commercial/industrial projects along highways and arterials. The Comprehensive Plan has additional recommendations for "Special Multi Modal Corridor Landscaping" along HW 34 and recommends incorporating "walkways, street trees, bike lanes and lighting." With that recommendation landscaping could reasonably be required to be the Greeley Development Code's fairly extensive "Type IV" perimeter landscaping for trees, shrubs etc. in addition to a walkways and bike lanes.

- Perimeter Landscaping design requirements would also apply to areas of Uptown properties bordering Delantero PUD to the east and south. Delantero also has extensive landscaping requirements. Landscaping requirements are applied with subdivision and site plan application processes.

- Aside from the Comprehensive Plan, the Greeley/Windsor IGA factors in as well. The property is within an area described in the IGA as the "Greeley Windsor Employment Corridor," which extends ½ mile south of Highway 34 and includes the subject property. Uses allowed in this corridor include uses that "relate to primary employment functions, such as professional business park uses (e.g. "FIRE: Finance, Insurance, Real Estate"), light industrial and select medium industrial uses and special regional destination uses."

Uptown Rezone ZON2024-0002

Caleb Jackson, AICP, Interim Planning Manager
caleb.jackson@greeleygov.com
City Council Meeting – May 19, 2026



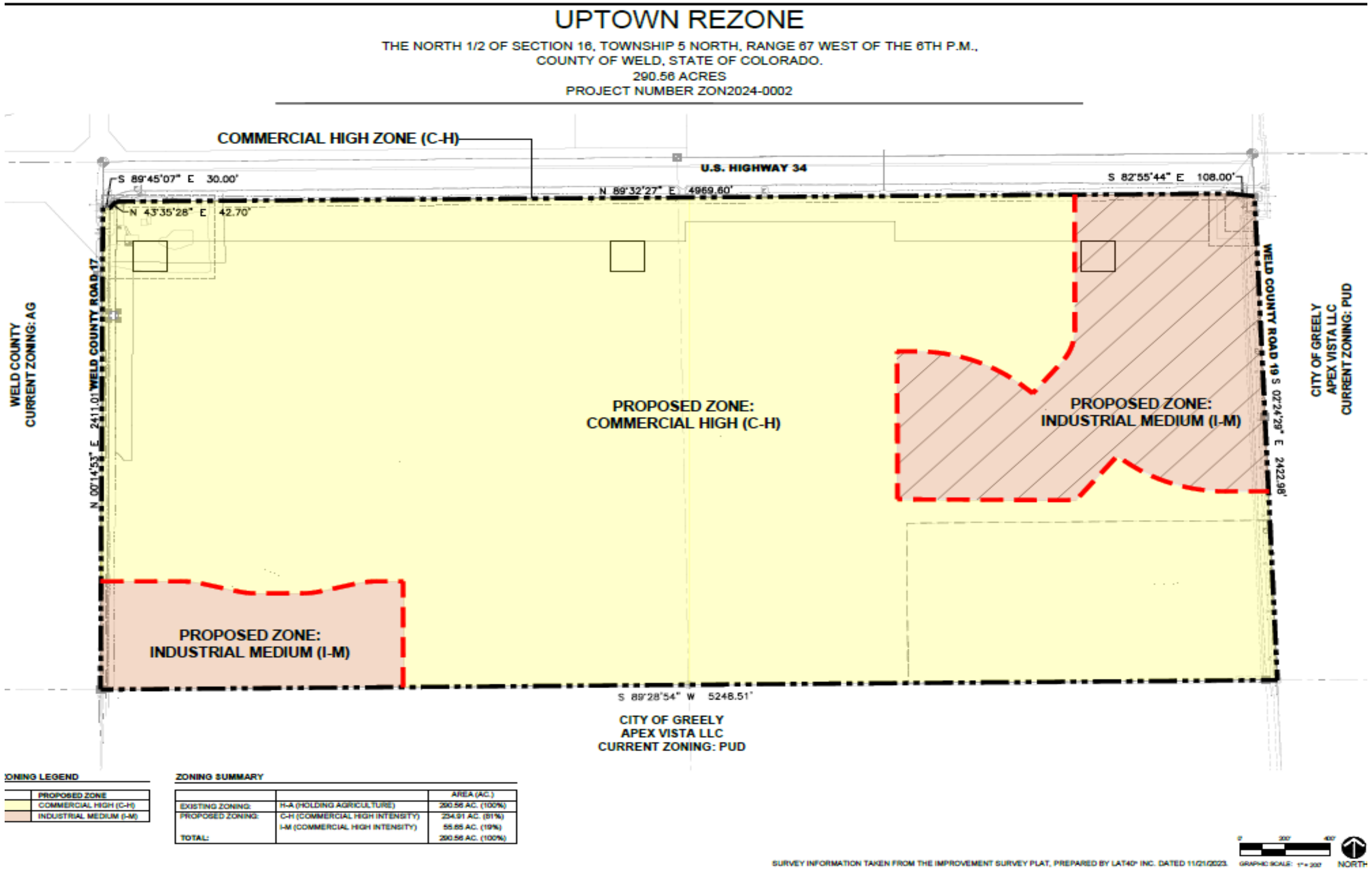
Agenda

- **Request:**
  - Rezone from H-A (Holding Agriculture) to C-H (Commercial High Intensity) and I-M (Industrial Medium Intensity)
- **Background:**
  - 290.56± acre parcel, undeveloped aside from small area at northwest corner
  - Annexed in 2000
  - Rezoning application submitted May 2024
- **City Council Decision**

Surrounding Zoning, Configuration

- Located at the Southeast corner HW 34/CR 17

- Surrounding Zoning, Land Uses:
  - North: H-A | Salvage Yard
  - East: PUD | Undeveloped
  - South: PUD | Undeveloped
  - West: A (Weld) | Undeveloped



Rezoning Considerations

Approval Criteria

- Rezoning Criteria, 24-204(b) Nine Criteria used to evaluate rezoning applications
- The proposal is consistent with the criteria as outlined in your summary

Notification

- Mailed notification to within 1000 feet of property boundary
- 15 notice letters
- Sign posted on the property
- Web notice

Recommendation

- Community Development recommends approval
- Planning Commission recommended approval of rezoning 7-0

Thank you

Appendix Slides

Comparison of Allowed Uses

H-A (Holding Agriculture)

- Single-family dwelling
- Farming
- Animal care – stables
- Lodging – short term rental

Comparison of Allowed Uses

C-H (Commercial High Intensity)

C-H provides for a wide range of retail, service and employment uses. Residential, public and civic, food and beverage, medical, and office are among the uses allowed in C-H.

I-M (Industrial Medium Intensity)

I-M provides employment, manufacturing and distribution uses at a moderate intensity and format "compatible with high-intensity commercial uses." Public and civic uses, food and beverage, retail, manufacturing, and warehouse/storage are among the uses allowed in I-M.

Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
1)	**The proposal is in accordance with the goals and objectives of the Comprehensive Plan and any other plan, policy or guidance adopted pursuant to that plan.**
	The Land Use Guidance Map in the *Imagine Greeley Comprehensive Plan* (Plan) depicts three different "Areas" within the subject property. The 30-acre conservation easement on the southeast portion of the property is identified as "Natural Area." The conservation easement would not provide for development of this portion of the property. Another portion of the subject property is within an "Employment, Industrial and Commercial Area," with a portion to the west being a "Community Separator." A buffer area along Highway 34 is depicted on the Land Use Guidance Map as "Special Multi-Modal Corridor Landscaping," where the Plan recommends incorporating "walkways, street trees, bike lanes and lighting."

Review Criteria, No. 1 Continued

The Community Separator area is described in the Plan as "rural areas between Greeley and surrounding cities and towns." Although the proposed rezoning is not entirely consistent with this designation, staff notes the planning for this area in the western part of the City is currently undergoing a comprehensive review. This will reconsider planning recommendations for the subject site as well as for other major rezonings and projects in this area of the city. Additionally, the City recently adopted a Three-Mile Plan adding the potential for annexation of land into Greeley further west of the subject site where transitions between communities may be more appropriate. Recommendations of the Plan will be given further consideration with future subdivision and site plan review processes.

The proposed rezoning is consistent with the Plan's recommendations for the Employment, Industrial and Commercial Area, which are "Areas dedicated to industrial, manufacturing, and other employment uses, such as research and development, office parks and distribution and logistics centers."

Additionally, the rezoning proposal is consistent with the following goals from the Plan:

<u>ED-1</u>: Promote a healthy, progressive, and competitive local economy.
The proposal provides future employment and tax base opportunities while proposing commercial development to benefit residents of West Greeley.
<u>CG-2</u>: Promote a balanced mix and distribution of land uses.
The proposed rezoning would allow a mix of commercial and industrial uses. Commercial and industrial development would also provide for employment opportunities.

Review Criteria, No. 1 Continued

Additionally, the proposed rezoning follows recommendations of the “Intergovernmental Agreement by and Between the City of Greeley and Town of Windsor,” (IGA). The property is within an area described in the IGA as the “Greeley Windsor Employment Corridor,” which extends ½ mile south of Highway 34 which includes the subject property. Uses allowed in this Corridor include uses that “relate to primary employment functions, such as professional business park uses (e.g. “FIRE: Finance, Insurance, Real Estate”), light industrial and select medium industrial uses and special regional destination uses.”

The proposal generally aligns with the Plan, primarily with the inclusion of the “Employment, Industrial, and Commercial Area” within the subject property. The rezoning is also consistent with recommendations of the Greeley Windsor IGA.

Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
2)	**The proposal can fulfill the intent of the zoning district considering the relationship to surrounding areas.**
	With significant development being proposed in the western areas of the City, the proposal can fulfill the intent of the C-H and I-M zoning districts. Staff notes Woodward, Inc. and other commercial and light industrial type uses have been established in fairly close proximity to the subject property (to the northwest, within the Town of Windsor).

Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
3)	**Whether the area changed or is it changing to such a degree that it is in the public interest to rezone the subject property to encourage development or redevelopment of the area.**
	As mentioned above under No. 2., the area has changed and developed, with various planning efforts and development proposals being considered by the City and the Town of Windsor at this time.
4)	**Whether the existing zoning has been in place for a substantial time without development, and if this indicates the existing zoning is inappropriate given development trends in the vicinity.**
	The existing H-A zoning was established in late 2000 when the property was annexed, and it has remained undeveloped. It is common for newly annexed properties to be zoned H-A until development is proposed. As the City is projected to significantly grow to the west in the relatively near future, rezoning from the existing H-A zoning will be necessary for proposed development of this area.

Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
5)	**The proposed zoning will enable development in character with existing or anticipated development in the area considering the design of streets, civic spaces, and other open space; the pattern, scale and format of buildings and sites; and the compatibility and transitions with other complimentary uses and development.**
	As mentioned, development of the site will require subdivision and site planning processes. Careful consideration and review through these processes will ensure compliance with Greeley Development Code standards, including street, civic space and open space design as well as for the pattern, scale and format of buildings and sites within the subject property.
6)	**The City or other agencies have the ability to provide services or facilities that may be necessary for anticipated uses in the proposed district.**
	Services and facilities are available for anticipated uses. Staff has worked closely with City and other utilities, Public Works, the Greeley Fire Department and other agencies to ensure availability of services and facilities.

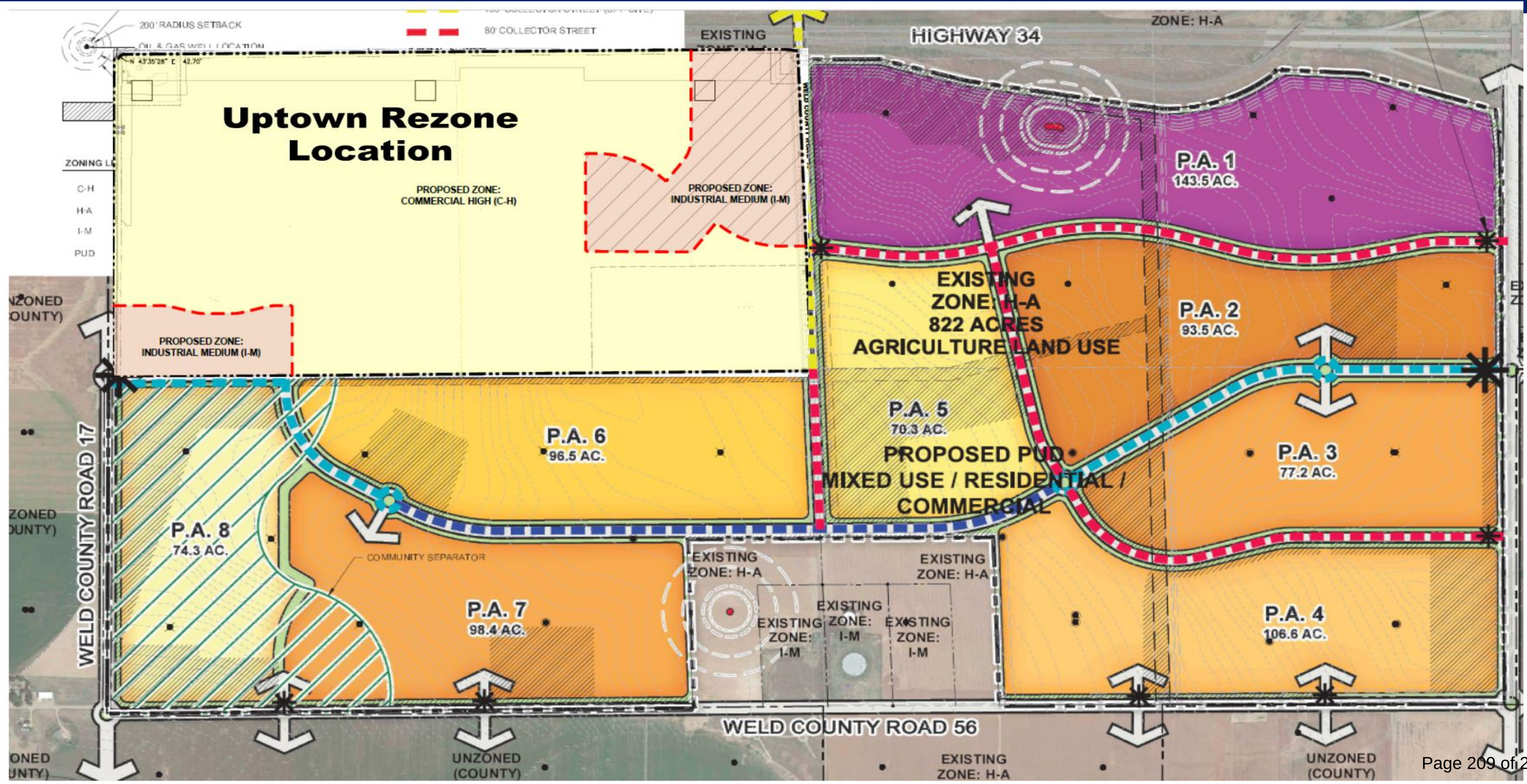
Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
7)	**The change will serve a community need, provide an amenity, or accommodate development that is not possible under the current zoning or that was not anticipated at the time of the initial zoning of the property, making the proposed zoning more appropriate than the current zoning.**
	Development of this site will allow and accommodate development along this “Greeley Windsor Employment Corridor” area that is not feasible under the existing H-A zoning. The C-H and I-M zoning is more appropriate for serving the community than the current zoning.
8)	**Any reasonably anticipated negative impacts on the area or adjacent property either are mitigated by sound planning, design and engineering practices or are outweighed by broader public benefits to the surrounding community.**
	Planning staff and review agencies have worked to minimize impacts from the proposed development, with access, traffic and drainage being considered. There will be landscape buffering required, in compliance with Greeley Development Code landscaping standards Impacts are beginning to be considered in this rezoning review stage, and staff notes a site plan will be required where specific landscaping, exterior lighting plans and architectural standards will be reviewed for compliance with the Greeley Development Code.

Review Criteria

Rezoning Review Criteria, Section 24-204(b)	
9)	**The recommendations of professional staff or advisory review bodies.**
	Planning staff and the Administrative Review Team recommend approval.

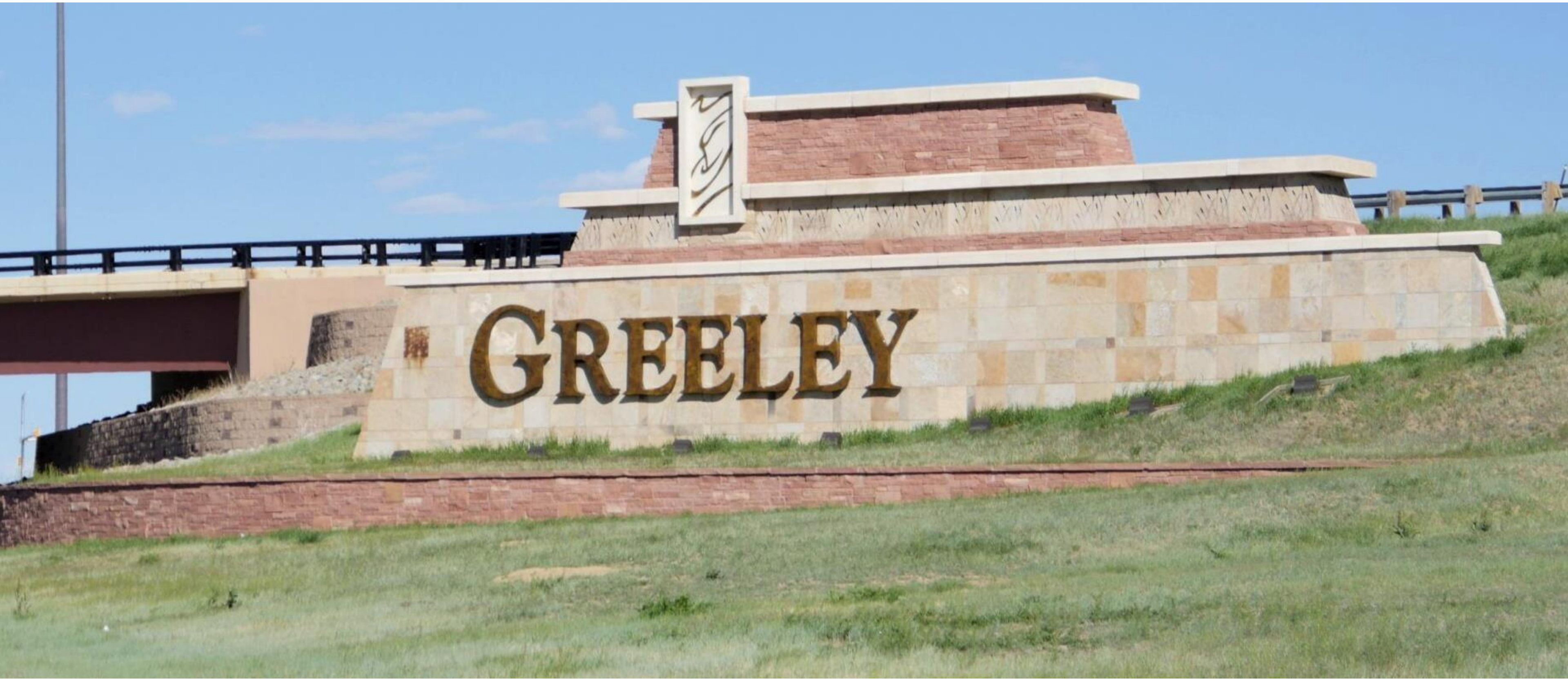
Delantero PUD, Planning Areas Adjacent to Uptown



Delantero PUD, Planning Area Land Uses

LAND USE CHART

PARCEL LAND USE	AREA (AC.)	ZONED DENSITY (D.U./AC.)	UNIT RANGE LOW	UNIT RANGE HIGH	MAX. F.A.R.
P.A 1	143.5				
COMMERCIAL / MIXED USE					0.4
COMMERCIAL / INDUSTRIAL MIXED USE					0.4
DOG PARK					
DETENTION					
OPEN SPACE / TRAILS					
MINOR RIGHTS-OF-WAY					
P.A 5	70.3				
MULTI-FAMILY (APARTMENT OR CONDOMINIUM)		14-45	98	549	
TOWNHOMES		8-24	105	314	
PARK					
SCHOOL					
OPEN SPACE / TRAILS					
P.A 6	96.5				
PAIRED HOMES		6-12	78	156	
TOWNHOMES		8-24	100	300	
SFD SMALL		5-10	42	83	
SFD MEDIUM		4-6	174	261	
PARK					
OPEN SPACE / TRAILS					
MINOR RIGHTS-OF-WAY					
P.A 8	74.3				
SFD LARGE / ESTATE		3-5	117	195	
AG / RANCH OPEN SPACE					
IRRIGATION POND					
DETENTION / STORMWATER MANAGEMENT FACILITIES					
SUBTOTAL ALL PLANNING AREAS	760.3				
MAJOR RIGHTS-OF-WAY	61.7				
PROPERTY TOTAL	**822.0**		**2415**	**5841**	



UPTOWN GREELEY REZONE

City Council Meeting – May 19, 2026

LAI DESIGN GROUP
Designers who think Like Developers

CONTENTS

Uptown is approximately 290 acres located directly south of U.S. Highway 34, and east of Weld County Road 17. The proposed development will include a variety of possible land uses including residential, commercial, light industrial, and a park and open space. Commercial uses may include retail, restaurants, lodging, offices, and entertainment. Possible industrial uses may include businesses, distribution centers, storage facilities, professional services or other light industrial uses allowed within the requested zone. Residential uses may include senior living and multi-family apartments or condominiums.

TEAM

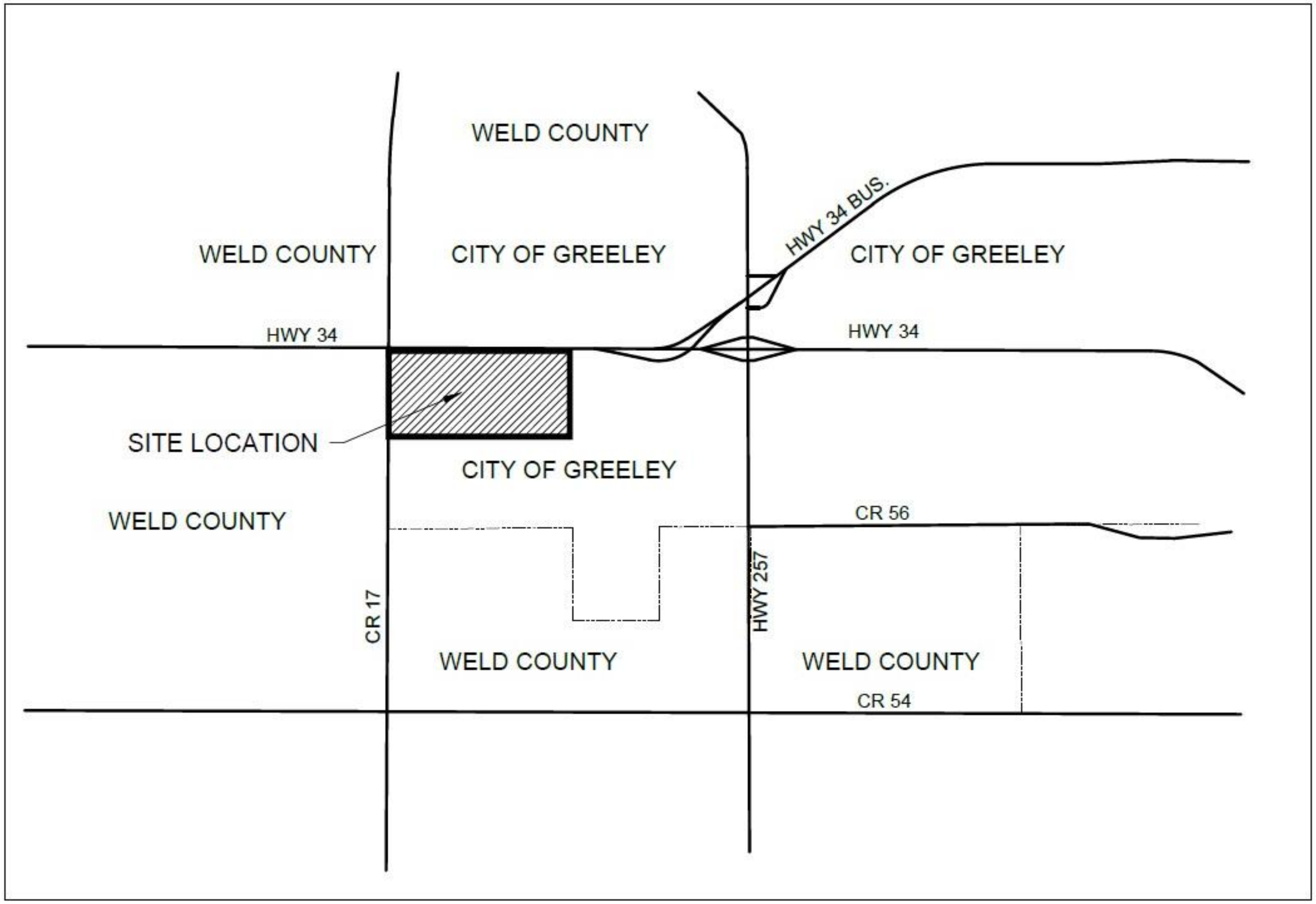
Roche Constructors
Owner, Developer

- **Land Planner**
- **Architect**
- **Landscape Architect**
- **Real Estate Advisory Consultant**

Civil Engineer

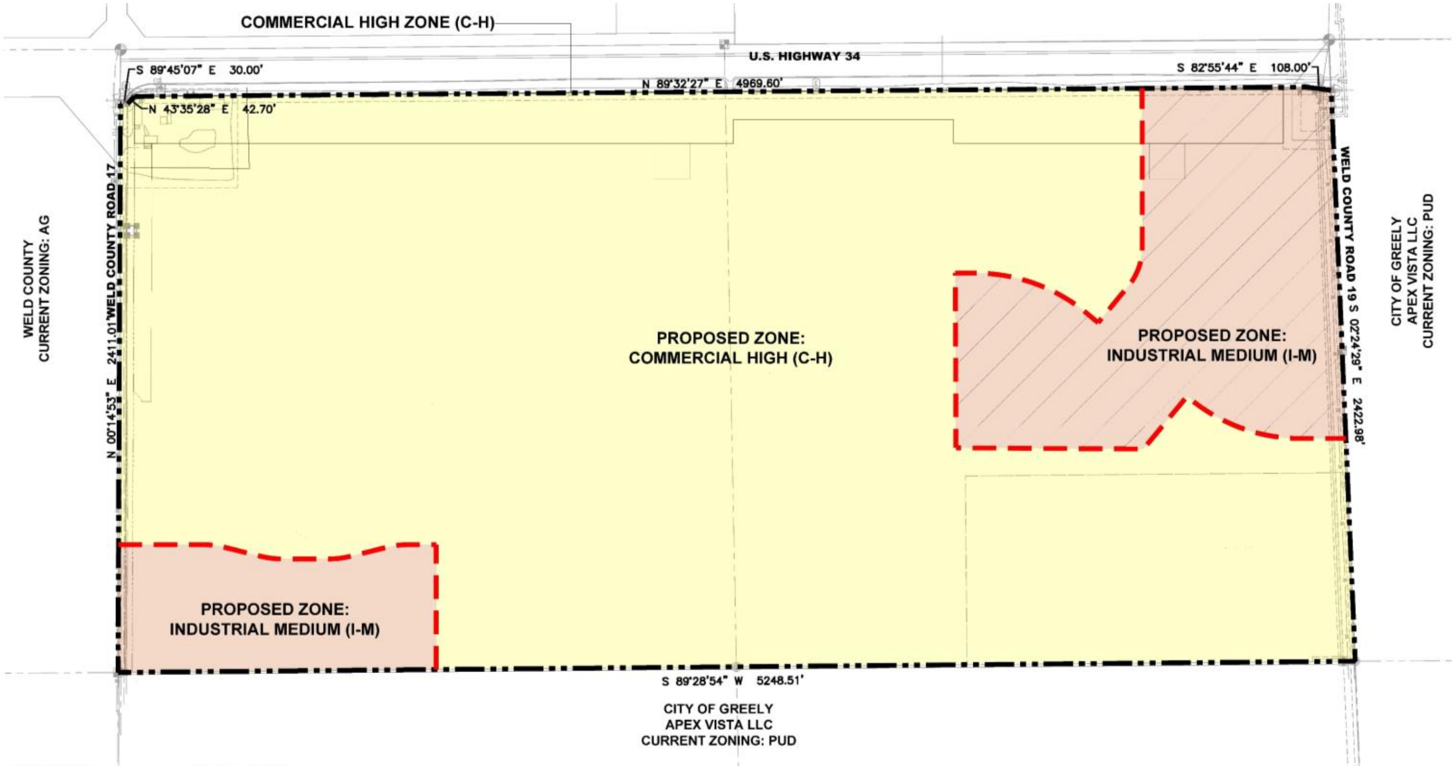
Traffic Engineer

VICINITY MAP



- **SOUTHEAST CORNER OF HWY 34 & WELD CR 17**
- **WEST GREELEY GATEWAY**

REZONE SUMMARY



ZONING LEGEND

	PROPOSED ZONE
	COMMERCIAL HIGH (C-H)
	INDUSTRIAL MEDIUM (I-M)

ZONING SUMMARY

		AREA (AC.)
EXISTING ZONING:	H-A (HOLDING AGRICULTURE)	290.56 AC. (100%)
PROPOSED ZONING:	C-H (COMMERCIAL HIGH INTENSITY)	234.91 AC. (81%)
	I-M (COMMERCIAL HIGH INTENSITY)	55.65 AC. (19%)
TOTAL:		290.56 AC. (100%)

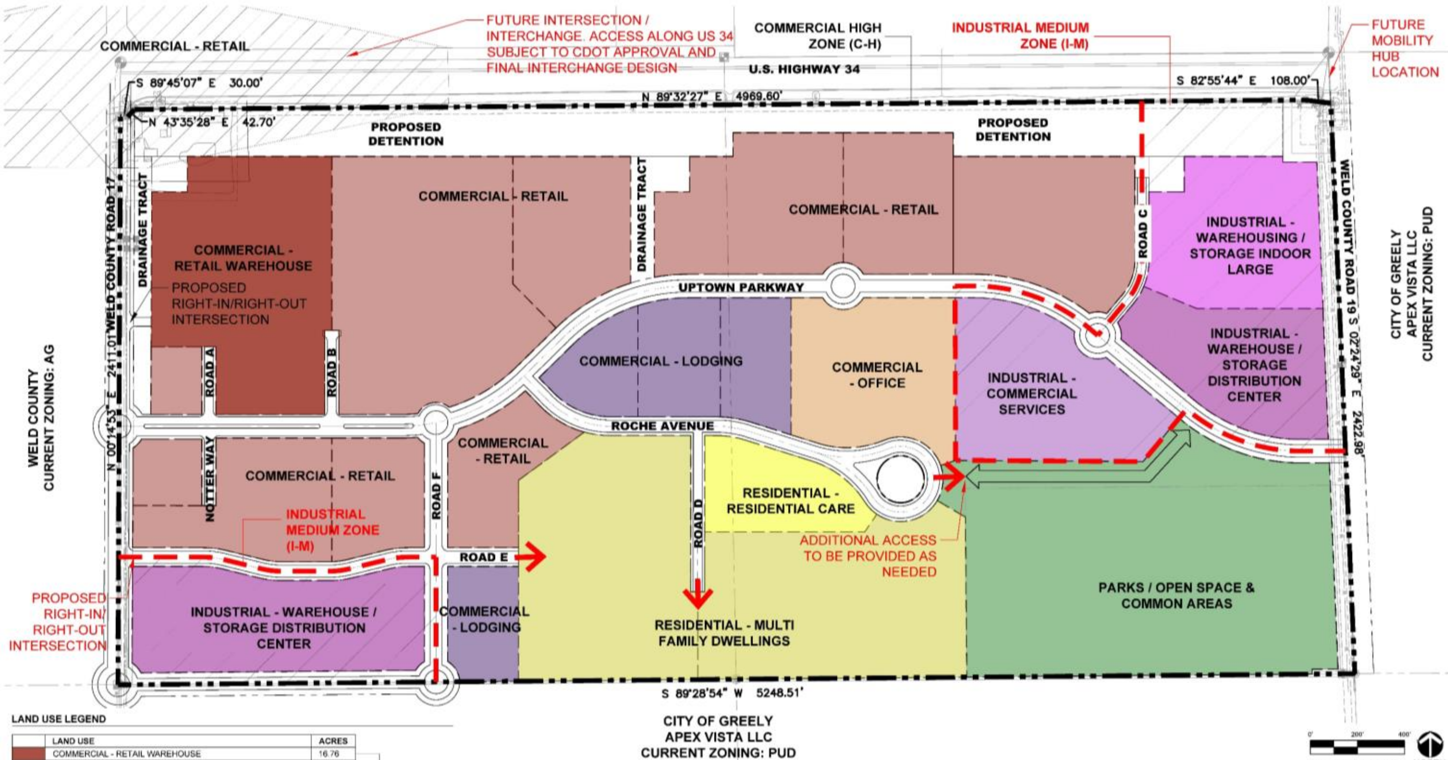
SURVEY INFORMATION TAKEN FROM THE IMPROVEMENT SURVEY PLAT, PREPARED BY LAT40° INC. DATED 11/21/2023.

GRAPHIC SCALE: 1" = 200' NORTH

- **290 TOTAL ACRES**
- **CURRENT ZONING H-A**
- **PROPOSED ZONING:**
  C-H (235 AC.)
  I-M (55 AC.)

CONCEPTUAL LAYOUT EXHIBIT

- **CONCEPTUAL EXHIBIT ONLY, SUBJECT TO CHANGE**
- **290 TOTAL ACRES**
- **193 DEVELOPABLE ACRES**
- **63 ACRES PUBLIC R.O.W. & STORMWATER PONDS**
- **34 ACRES PARKS, OPEN SPACE & COMMON AREAS**



LAND USE LEGEND

	LAND USE	ACRES	
	COMMERCIAL - RETAIL WAREHOUSE	16.76	C-H ZONE
	COMMERCIAL - RETAIL	72.20	C-H ZONE
	COMMERCIAL - LODGING	13.98	C-H ZONE
	COMMERCIAL - OFFICE	9.86	C-H ZONE
	RESIDENTIAL - MULTI-FAMILY	33.84	C-H ZONE
	RESIDENTIAL - RESIDENTIAL CARE	5.12	C-H ZONE
	PARKS / OPEN SPACE & COMMON AREAS	33.94	C-H ZONE
	INDUSTRIAL - WAREHOUSE / STORAGE DISTRIBUTION CENTER	20.58	I-M ZONE
	INDUSTRIAL - WAREHOUSE / STORAGE INDOOR LARGE	9.97	I-M ZONE
	INDUSTRIAL - COMMERCIAL SERVICES	10.86	I-M ZONE
	ROW, DETENTION EASEMENTS & OTHER	63.45	ZONE VARIES
	SITE TOTAL	**290.56**	

PLAN LEGEND

=INDUSTRIAL MEDIUM ZONE (I-M)

NOTES:

1. ALL LAND USES SHOWN ARE CONCEPTUAL IN NATURE. LAND USES MAY CHANGE FOR PRELIMINARY PLAT / SUBDIVISION SUBMITTALS.
2. TRAFFIC CIRCULATION IS ILLUSTRATIVE ONLY. INTERSECTIONS AND ROADS MUST MEET CITY OF GREELEY CRITERIA OR REQUEST A VARIANCE. ALL ROADS, INCLUDING SIDEWALKS / MULTI-USE PATHS AND INTERSECTIONS TO BE EVALUATED BY CITY OF GREELEY STAFF AT PRELIMINARY SUBDIVISION REVIEW.

SURVEY INFORMATION TAKEN FROM THE IMPROVEMENT SURVEY PLAT, PREPARED BY LAT40° INC. DATED 11/21/2023

CONCEPTUAL LAYOUT EXHIBIT

- CONCEPTUAL EXHIBIT ONLY, SUBJECT TO CHANGE
- **290** TOTAL ACRES
- **193** DEVELOPABLE ACRES
- **63** ACRES PUBLIC R.O.W. & STORMWATER PONDS
- **34** ACRES PARKS, OPEN SPACE & COMMON AREAS

COMPREHENSIVE PLAN COMPLIANCE

The development pattern laid out on the Imagine Greeley Land Use Guidance Map show a pattern of Employment, Industrial, and Commercial Areas lining the south side of Highway 34 at the western end of Greeley. The map also includes Community Separator, and Natural areas. The proposed rezone of the Uptown development closely aligns with the goals of the desired land patterns.

WINDSOR-GREELEY IGA COMPLIANCE

The Windsor-Greeley IGA stipulates that the land uses allowed in this corridor shall relate to employment functions, light and medium industrial uses, retail, restaurant, neighborhood commercial and residential uses. The proposed zoning categories for the Uptown development conform to these specified uses in the Windsor-Greeley IGA.

THANK YOU

Roche Constructors, Inc.

City of Greeley Colorado

LAI DESIGN GROUP

Designers who think Like Developers

Bowman

TSC TRANSPORTATION CONSULTANTS, INC.

Council Agenda Summary

May 19, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Katelyn Puga, Planner III

Title:

Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property, known as the "Schmerge" annexation, located generally east of Weld County Road 17 and North of Weld County Road 60 and west of State Highway 257. The subject site is comprised of 219.221 acres.

Summary:

As required in Sec. 24-214 of the Development Code, annexed areas shall be included in the City's zoning ordinance and map within ninety (90) days after the effective date of the annexation ordinance. As such, this application has been initiated by the City of Greeley to place Holding Agriculture (H-A) zoning on the property to meet Colorado statute requirements.

The property, known as the "Schmerge" Annexation, was annexed into the City of Greeley on September 24, 2025, and zoned under the Cascadia PUD. The PUD was repealed by a vote referendum on March 5, 2026, and is required to place zoning on it. The property owner (Patriot Energy, LLC) has not submitted an establishment of zoning application since the PUD was repealed; therefore, the City is required to place zoning on the property. The H-A zone district would intend for property to be used for agricultural purposes and/or which have no future land use proposed until a future rezoning application is proposed by the property owner.

The establishment of zoning application was recommended for approval (7-0) by the Planning Commission on April 28, 2026. Letters regarding the public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and public notice was published on the City of Greeley website.

Please click on this link April 28, 2026 Planning Commission Meeting to find the following documents:

1. Staff Report
2. Vicinity & Zoning Map
3. Legal Description
4. Adjacent Property Owner Notice Boundary
5. List of Allowed Land Uses in H-A Zoning
6. Public Comment
7. Staff Presentation

The item was introduced at the May 5, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading were set for May 19, 2026.

Fiscal Impact:

City staff do not anticipate immediate financial impacts associated with the establishment of zoning to H-A.

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1. City staff presentation
2. Council questions of staff
3. Applicant presentation
4. Council questions of applicant
5. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6. Rebuttal, if requested
7. Council discussion
8. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 20, 2026 with Appendix A
2. 04.28.2026 Draft Planning Commission Minutes
3. Item - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 20, 2026
CASE NO. ZON2026-0002

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY , KNOWN AS THE "SCHMERGE" ANNEXATION, LOCATED GENERALLY EAST OF WELD COUNTY ROAD 17 AND NORTH OF WELD COUNTY ROAD 60 AND WEST OF STATE HIGHWAY 257. THE SUBJECT SITE IS COMPRISED OF 219.221 ACRES.

WHEREAS, zoning was previously established for the Schmerge Annexation pursuant to Ordinance 30, 2025;

WHEREAS, Ordinance 30, 2025 was repealed by Ballot Issue 1A, leaving the Schmerge Annexation without established zoning; and

WHEREAS, the City initiated zoning on the Schmerge Annexation pursuant to Greeley Municipal Code 24-200 and 24-214(d) to establish zoning.

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO that:

Section 1. The zoning on the following described property located in the City of Greeley, Colorado known as the Schmerge Annexation is hereby placed into the H-A (Holding Agriculture) zoning district in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The property of the pertinent zoning districts as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF_______, 2026.

ATTEST **THE CITY OF GREELEY, COLORADO**

By:________________________________
City Clerk

By:__________________________________
Mayor

APPENDIX A
ORDINANCE NO. 20, 2026
CASE NO. ZON2026-0002

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY , KNOWN AS THE "SCHMERGE" ANNEXATION, LOCATED GENERALLY EAST OF WELD COUNTY ROAD 17 AND NORTH OF WELD COUNTY ROAD 60 AND WEST OF STATE HIGHWAY 257. THE SUBJECT SITE IS COMPRISED OF 219.221 ACRES.

The SE 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

and

The South 1/2 of the SW 1/4, and the South 1/2 of the NE 1/4 of the SW 1/4 of Section 4, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado;

EXCEPTING THEREFROM the following described tracts of land:

1) Considering the West line of the SW 1/4 of said Section 4 as bearing North 05°12'23" East and with all bearings contained herein relative thereto;
Commencing at the SW Corner of said Section 4;
thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning;
thence continuing along the said West line, North 05°12'23" East, 450.00 feet to a point on the North line of the South ½ of the SW 1/4 of said Section 4;
thence along said North line, South 89°29'34" East, 636.00 feet, to a point on a meander line representing the approximate centerline of a drainage ditch;
thence along said meander line the following courses and distances:
South 58°12'22" West, 84.49 feet;
South 18°54'17" West, 77.16 feet;
South 61°12'33" West, 253.31 feet;
South 49°20'08" West, 196.43 feet;
South 75°05'39" West, 143.84 feet;
South 61°30'16" West, 79.65 feet to the True Point of Beginning;

2) Beginning at the SW corner of said Section 4, and considering the South line of the SW 1/4 of said Section 4 to bear South 89°07'32" East, and with all other bearings contained herein relative thereto;
thence South 89°07'32" East along the South line of said SW 1/4, 1580.73 feet;
thence North 42°34'24" West, 1173.00 feet to a point on the Southerly existing right-of-way of the Great Western Railroad Company;
thence along said Southerly right-of-way line the following courses and distances:
South 38°57'38" West, 406.00 feet;
Along the arc of a curve to the right having a radius of 1984.86 feet and a chord that bears South 49°03'14" West, 695.70 feet to a point on the West line of the SW 1/4 of said Section 4;
thence leaving said right-of-way line, South 05°12'23" West along said West line, 68.35 feet to the point of beginning;

3) A strip of land 150 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 75 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:
Beginning at a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4, 408 feet West of the NE Corner thereof;
thence South 39°37' West, a distance of 903 feet to a point of curve to the right, whose radius is 1910.1 feet;
thence along said curve a distance of 624 feet to the West line of said Section 4, crossing said line a point 177 feet North of the SW corner thereof;

4) A strip of land 100 feet in width as conveyed to The Northern Construction Company in Warranty Deed recorded December 9, 1907 in Book 271 at Page 68, 50 feet on each side of the centerline of the track of the Great Western Railway, as the same was surveyed and located, said centerline being described as follows:
Beginning at a point on the North line of the NE 1/4 of the SW 1/4 of said Section 4, 612 feet West of the NE Corner thereof;
thence South 49°05' West, a distance of 592 feet, to a point of curve to the left, whose radius is 5729.6 feet;
thence along said curve a distance of 527 feet to the West line of said NE 1/4 of the SW 1/4, crossing said line at a point 537 feet North of the SW Corner thereof;

5) A tract of land conveyed to Randy R. Blackman and Karen E. Burkhart by Warranty Deed recorded September 20, 1991 in Book 1311 as Reception No. 2263754, which tract of land is more particularly described as commencing at the SW Corner of said Section 4, and considering the West line of the SW 1/4 to bear North 05°12'23" East, with all other bearings herein relative thereto;
thence along said West line, North 05°12'23" East, 882.37 feet to the True Point of Beginning, said point being on a meander line representing the approximate centerline of a drainage ditch;
thence along said centerline the following courses and distances:
North 61°30'16" East, 79.65 feet;
North 75°05'39" East, 143.84 feet;
North 49°20'08" East, 196.43 feet;
North 61°12'33" East, 253.31 feet;
North 18°54'17" East, 77.16 feet;
North 58°12'22" East, 84.49 feet to a point on the North line of the SW 1/4 of the SW 1/4 of said Section 4;
thence South 89°29'34" East along said North line, a distance of 336.81 feet to the centerline of the railroad track of the Great Western Railway, said centerline being 408 feet West of the NE Corner of said SW 1/4 of the SW 1/4;
thence Southwesterly along said centerline as follows:
South 39°37' West, 903 feet to a point of curvature;
thence on a curve to the right whose radius is 1910.1 feet, 624 feet to a point on the West line of said Section 4;
thence North 05°12'23" East along said line, 705.37 feet to the point of beginning.

TOGETHER WITH the North 30.00 feet of the Northeast Quarter of Section 9, Township 5 North, Range 67 West of the 6th P.M., Weld County, Colorado.

Said described parcel of land contains 219.221 Acres, more or less (±).

Planning Commission Meeting Minutes

April 28, 2026, at 1:15pm

1. **Call to Order**
   Chair Yeater called the meeting to order at 1:15pm.

2. **Roll Call - Present**
   Chair Justin Yeater
   Vice Chair Louisa Andersen
   Commissioner Erik Briscoe
   Commissioner Jeff Carlson
   Commissioner Brian Franzen
   Commissioner Larry Modlin
   Commissioner Christian Schulte
   Absent
   None

3. **Approval of the agenda**
   There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. **Approval of the April 14, 2026, Planning Commission Meeting Minutes**
   Motion by: Commissioner Andersen
   She moved to approve the April 14, 2026, Planning Commission Meeting Minutes as presented.
   Second: Commissioner Franzen
   Vote: Motion passed 7-0

5. **Expedited Item: A public hearing to consider a request to establish zoning for approximately 219.221 acres generally located east of Weld County Road 17, north of Weld County Road 60 and west of State Highway 257 known as the Schmerge Annexation Establishment of Zoning (ZON2026-0002).**
   Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater turned it over to the Commission for action.

   Motion by: Commissioner Andersen
   She moved that based on the application received and the preceding analysis, the Planning Commission finds that the proposed Schmerge Establishment of Zoning, File number ZON2026-0002 meets the required Development Code criteria of Section 24-204.b(1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.
   Second: Commissioner Schulte
   Vote: Motion passed 7-0

6. **Expedited Item: A public hearing to consider a request to establish zoning for approximately 73.3 acres as part of the Kinnison Annexation, generally located east of 131st Avenue, north of US Highway 34, and west of State Highway 257 (ZON2026-0003).**
Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater turned it over to the Commission for action.

Motion by: Commissioner Andersen
She moved that based on the application received and the preceding analysis, the Planning Commission finds that the proposed Kinnison Establishment of Zoning, File number ZON2026-0003 meets the required Development Code criteria of Section 24-204.b(1-9); and recommends approval of the H-A (Holding Agriculture) zone district to the City Council.
Second: Commissioner Franzen
Vote: Motion passed 7-0

7. **Staff Report:**
Mr. Jackson shared that there will be no Planning Commission Meeting on May 12, 2026.

8. **Adjournment:**
Chair Yeater adjourned the meeting at 1:20pm.

Work Session

9. **East Greeley Area Plan, Doug May**
Doug May (Principal Planner) introduced the item and their consultant Britt Palmberg from Rick Engineering. Mr. Palmberg proceeded with his presentation.

Commissioner Briscoe asked which specific projects should be prioritized within a three-to-five-year timeframe. Mr. Palmberg stated City staff may wish to weigh in, but he identified two key near-term opportunities: improving multimodal east–west connectivity between East Greeley and downtown and advancing industrial development to the north and east of the city.

Don Threewitt (Interim Community Development Director) reinforced the two primary near-term priorities: reconnecting the Western Sugar area to the city through multimodal links that overcome barriers like the railroad and Highway 85 and advancing industrial development. Efforts are focused on detailed planning to achieve connectivity within two to three years, while also addressing the shortage of shovel-ready industrial sites and securing long-promised electrical infrastructure for the east side. The broader vision includes developing a transitional employment corridor, integrating air, rail, and highway access, extending toward the airport, with early project implementation already underway despite planning delays.

Commissioner Modlin asked as economic development efforts move forward, whether there will be a clearer focus on how projects contribute to the city's revenue stream, shifting attention from private development outcomes to the financial returns received by the city. Mr. Palmberg stated that financial analysis was part of the plan, with the most shovel-ready projects receiving the greatest cost-benefit scrutiny. They noted that the multimodal connection between the Western Sugar area and the Civic Campus, along with the industrial areas to the north and east, would likely receive focused fiscal evaluation.

Commissioner Modlin asked if grant funding was available to support development in these areas, and has that been explored. Additionally, with a project anticipated in the next 18 months, are there funds identified to support this initial phase. Mr. Threewitt explained that much of the East Subarea fell within existing or planned urban renewal districts, allowing tools like tax increment financing to support development. They added that federal, state, and job-creation funding sources were also available, resulting in a diverse mix of funding mechanisms needed to complete these projects. Housing will come at a later date.

Commissioner Andersen asked if the Poudre River Trail is involved in this, and how so. Mr. May indicated that the Poudre River Trail would play a key role in the plan and had been identified as a high priority. They noted that future efforts would include engagement with external agencies and groups, along with exploring opportunities to fund potential trail extensions.

Commissioner Andersen asked whether plans for private property and right-of-way would focus on the north side or the south side. Mr. May stated that the plan would not address specific right-of-way or land negotiations for the Poudre Trail. Instead, it would provide general land use guidance showing the corridor and adjacent conservation areas for recreation and flood management, while coordination with the Poudre Trail would focus on understanding priorities rather than determining exact alignments.

Commissioner Andersen noted that this had already occurred and asked whether the intent was to continue with existing plans, revise them, or discontinue consideration of them altogether. She also noted that existing right-of-way on the north side may need to be revised or reconsidered, potentially requiring negotiations with southern property owners. Commissioner Andersen highlighted significant logistical and cost challenges related to utilities, the 12th Street outfall, and major barriers such as the highway and river crossings for the Poudre River Trail. She added that accommodating the trail could involve complex coordination with CDOT, underscoring the overall complexity of the issue. Mr. May thanked Commissioner Andersen and stated they look forward to working with them to understand their plans and incorporation of their vision into this plan.

Commissioner Andersen expressed skepticism about the feasibility of a proposed railroad spur north of town, citing steep grades along Cherry Avenue that would likely deter rail use for decades. She also noted that nearby industrial uses and gravel operations along the 8th Street corridor would need careful consideration in any rezoning or gateway planning. Concerns were raised about airport constraints, including runway limitations and proximity to Denver airspace, making commercial passenger service unlikely. Commissioner Andersen emphasized the need for more detailed analysis and coordination with the airport authority before advancing plans, suggesting that the current vision had significant gaps for both near- and mid-term implementation. She voiced support for the 85 Business corridor greenway concept, particularly if CDOT cooperation could be secured. She sought clarification on multimodal transport, if that included the bus crossing the highway or what that would look like to cross highway 85. Mr. May stated that the eastern multimodal approach primarily focused on pedestrians, bicyclists, and microtransit, while also incorporating bus service as part of the overall system. He noted that multiple design options were being considered to improve pedestrian and bicyclist safety, depending on available funding, and that no single solution had been finalized. Potential measures included pedestrian islands to break up long crossings, improved signaling, lane reconfiguration, and physical barriers to better separate pedestrians from vehicle traffic, allowing safer, staged crossings.

Commissioner Carlson asked if they could briefly discuss downtown and the consideration that went into the vibrancy of downtown as they thought about planning for this area in general. Mr. Palmberg stated that no separate downtown plan was being developed, but rather that East Greeley's growth was intended to support and energize downtown through improved connections. He noted that increased housing and population in East Greeley would help sustain local services and contribute to downtown activity. While downtown was not a primary focus of the study area, Mr. Palmberg indicated openness to feedback on improving the transition between downtown and East Greeley, particularly along the eastern edge.

Commissioner Carlson expressed the opinion that downtown should have been a central component of the plan, noting that maintaining a vibrant downtown was a key concern. They suggested that the planning effort presented an opportunity to strengthen and advance that objective. Mr. May noted that the Downtown Plan, A Path Forward, adopted several years earlier, had guided downtown development and that the current plan was intended to complement it. He added that, consistent with prior comments, there was openness to further incorporating downtown considerations into the plan if stakeholders felt it was appropriate.

With no other questions or suggestions Chair Yeater ended the work session at 2:07pm.

Justin Yeater – Chair

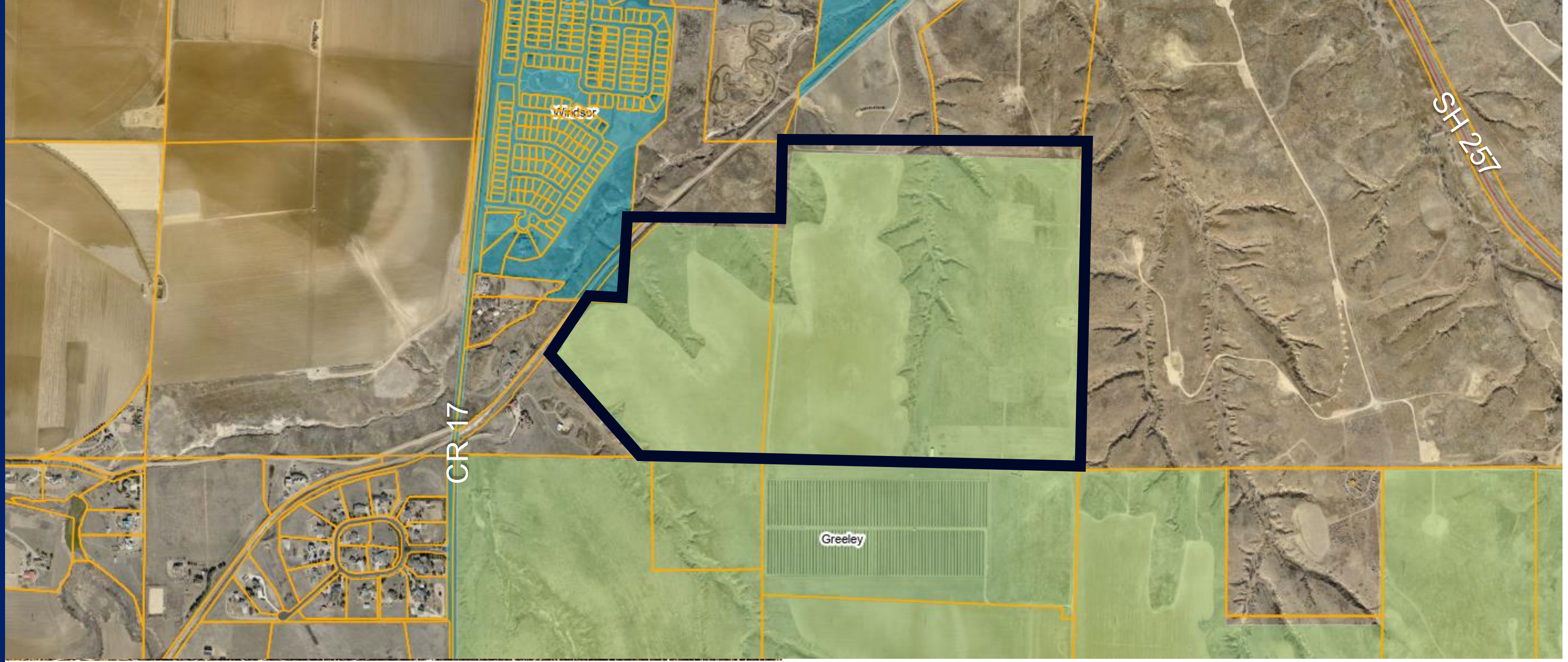
Don Threewitt – Interim Community Development Director

Community Vitality

Schmerge Establishment of Zoning ZON2026-0002

Caleb Jackson, AICP, Interim Planning Manager
Caleb.Jackson@greeleygov.com, 970-631-4525
City Council Meeting – May 19, 2026

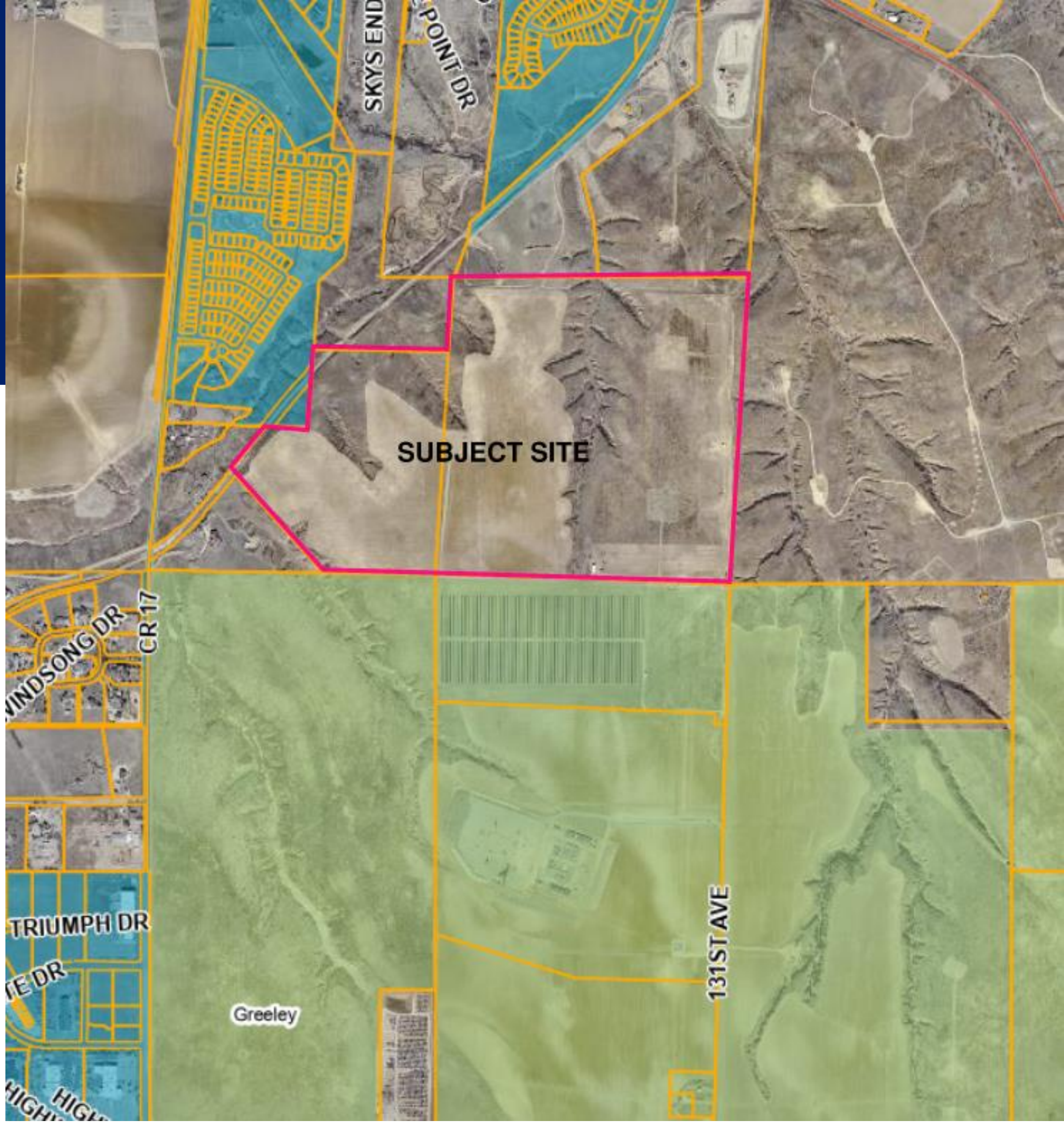
Agenda



- **Request:**
  - City Initiated request to establish zoning as H-A (Holding Agriculture) – ZON2026-0002
- **Background:**
  - Timeline of events leading to city-initiated zoning to H-A
- **Planning Commission Recommendation of Approval**
- **City Council Decision to approve an ordinance**

Location

- 219.22 acres
- 1 Mile north of Highway-34, east of WCR 17
- Railroad located on northwest side of property
- Sites are currently undeveloped except for P&A oil and gas wells
- Topographic variation, including arroyos

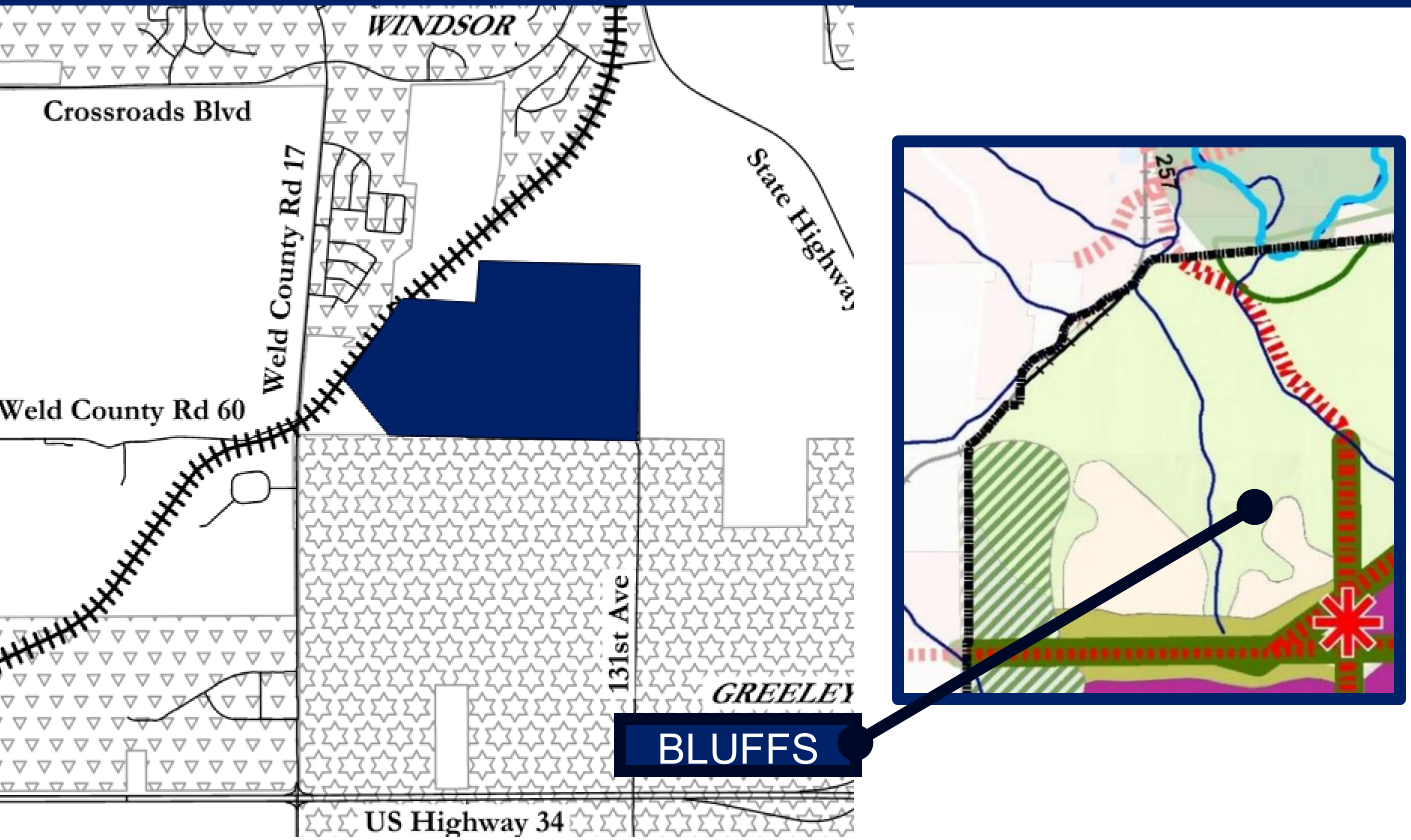


Background

Sept 24 2025	Feb 24 2026	Mar 5 2026	Apr 28 2026	May 19 2026
Schmerge Annexation and Cascadia PUD Approved by City Council	Vote to Repeal Cascadia PUD Zoning	Vote Certified, Cascadia PUD Repealed	City Initiated Zoning to H-A to Planning Commission	City Initiated Zoning to H-A to City Council Decision

90 Days to Establish Zoning

Zoning Considerations



- Annexed property is required to be zoned within 90 days of annexation.
- Development Code allows for City Council to zone an annexed property as H-A.
- H-A can be a "placeholder" zoning until more master planning of the area is underway, or until proposal by applicant.
- Imagine Greeley Comprehensive Plan designations of Bluffs align with H-A.

Establishment of Zoning

Approval Criteria

- Rezone Criteria – 24-204 Nine Criteria Used to Evaluate Rezoning applications
- The proposed Establishment of Zoning is consistent with the criteria as outlined in your Summary

Notification

- 119 notice letters sent to properties within 1000’
- Public hearing sign posted on the property

Recommendation

- Planning Commission recommends approval (7-0)
- Community Development recommends approval

Thank you

City of Greeley Colorado

Council Agenda Summary

May 19, 2026
Key Staff Contact: Donald Threewitt, Interim Director of Community Development, Katelyn Puga, Planner III

Title:

Public hearing and second reading of an ordinance changing the official Zoning Map of the City of Greeley, Colorado, to establish H-A (Holding Agriculture) Zoning for property known as the "Kinnison" annexation, located generally east of 131st Ave and north of US Highway 34 and West of State Highway 257, into the City of Greeley. The subject site is comprised of 73.319 acres.

Summary:

As required in Sec. 24-214 of the Development Code, annexed areas shall be included in the City's zoning ordinance and map within ninety (90) days after the effective date of the annexation ordinance. As such, this application has been initiated by the City of Greeley to place Holding Agriculture (H-A) zoning on the property to meet Colorado statute requirements.

The property known as the "Kinnison" Annexation, was annexed into the City of Greeley on September 24, 2025, and zoned under the Cascadia PUD. The PUD was repealed by a vote referendum on March 5, 2026, and is required to place zoning on it. The property owner (VIMA Partners, LLC) has not submitted an establishment of zoning application since the PUD was repealed. The H-A zone district would intend for property that has been annexed into the City to be used for agricultural proposed and/or which has no future land use proposed at the time of annexation.

The establishment of zoning application was recommended for approval (7-0) by the Planning Commission on April 28th, 2026. Letters regarding the public hearing were mailed to property owners within 1,000 feet, signs were posted on the site, and public notice was published on the City of Greeley website.

Please click on this link April 28, 2026 Planning Commission Meeting to find the following documents:

1. Kinnison Zoning PC Staff Report
2. Vicinity & Zoning Map
3. Legal Description
4. Adjacent Property Owner Notice Boundary
5. HA Zone Districts and Uses
6. Staff Presentation

The item was introduced at the May 5, 2026 Council Meeting and, by a majority vote of Council the public hearing and second reading were set for May 19, 2026.

Fiscal Impact:

City staff do not anticipate immediate financial impacts associated with the establishment of zoning to

H-A.

Legal Issues:

Consideration of this matter is a quasi-judicial process which includes the following public hearing steps:

1. City staff presentation
2. Council questions of staff
3. Applicant presentation
4. Council questions of applicant
5. Public input (hearing opened, testimony - up to three minutes per person, hearing closed)
6. Rebuttal, if requested
7. Council discussion
8. Council decision

Other issues and Considerations:

None

Strategic Focus Area:

Community Vitality

Decision Options:

1. Adopt the ordinance as presented; or
2. Amend the ordinance and adopt as amended; or
3. Deny the ordinance; or
4. Continue consideration of the ordinance to a date certain.

Council's Recommended Action:

A motion to adopt the ordinance and publish with reference to title only.

Attachments:

1. Ordinance No. 21, 2026 with Appendix A
2. 04.28.2026 Draft Planning Commission Minutes
3. Item - Presentation

CITY OF GREELEY, COLORADO
ORDINANCE NO. 21, 2026
CASE NO. ZON2026-0003

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY, KNOWN AS THE "KINNISON" ANNEXATION, LOCATED GENERALLY EAST OF 131st AVE AND NORTH OF US HIGHWAY 34 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 73.319 ACRES

WHEREAS, zoning was previously established for the Kinnison Annexation pursuant to Ordinance 30, 2025;

WHEREAS, Ordinance 30, 2025 was repealed by Ballot Issue 1A, leaving the Kinnison Annexation without established zoning; and

WHEREAS, the City initiated zoning on the Kinnison Annexation pursuant to Greeley Municipal Code 24-200 and 24-214(d) to establish zoning on the Kinnison Annexation.

BE IT ORDAINED BY THE CITY COUNCIL OF GREELEY, COLORADO that:

Section 1. The zoning on the following described property located in the City of Greeley, Colorado known as the Kinnison Annexation is hereby placed into the H-A (Holding Agriculture) zoning district in the City of Greeley, County of Weld, State of Colorado:

Legal Description

See Appendix A, attached hereto, and incorporated herein.

Section 2. The property of the pertinent zoning districts as shown on the official zoning map is hereby changed so as to accomplish the above-described zoning change, and the Mayor and City Clerk are hereby authorized and directed to sign and attest an entry which shall be made on the official zoning map to reflect this change.

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF_______, 2026.

ATTEST **THE CITY OF GREELEY, COLORADO**

By:________________________________ **By:________________________________**
City Clerk **Mayor**

APPENDIX A
ORDINANCE NO. 21, 2026
CASE NO. ZON2026-0002

AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF GREELEY, COLORADO, TO ESTABLISH H-A (HOLDING AGRICULTURE) ZONING FOR PROPERTY, KNOWN AS THE "KINNISON" ANNEXATION, LOCATED GENERALLY EAST OF 131st AVE AND NORTH OF US HIGHWAY 34 AND WEST OF STATE HIGHWAY 257, INTO THE CITY OF GREELEY. THE SUBJECT SITE IS COMPRISED OF 73.319 ACRES.

A parcel of land, being a portion of the East Half of the Northeast Quarter (E1/2NE1/4) of Section Ten (10), Township Five North (T.5N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 10 and assuming the East line of said NE1/4NE1/4 as bearing South 00°25'48" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2637.44 feet with all other bearings contained herein relative thereto;

THENCE South 89°21'03" West along the North line of said E1/2NE1/4NE1/4 a distance of 205.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°25'48" East a distance of 314.00 feet;
THENCE North 89°21'03" East a distance of 145.00 feet to the West line of Bader Farm Annexation recorded October 15, 2002 as Reception No. 2996049 of the Records of Weld County;
THENCE South 00°25'48" East along said West line a distance of 2323.18 feet to the Northerly line of Centennial Ridge II Annexation recorded February 22, 2002 as Reception No. 2927124 of the Records of Weld County;
The following Two (2) courses and distances are along the Northerly and Easterly lines of said Centennial Ridge II Annexation;
THENCE South 89°35'41" West a distance of 1239.38 feet;
THENCE North 00°00'05" West a distance of 2632.06 feet to the North line of said E1/2NE1/4NE1/4;
THENCE North 89°21'03" East along said North line a distance of 1074.70 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 73.319 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

City of Greeley Colorado | BOARDS & COMMISSIONS

Planning Commission Meeting Minutes

April 28, 2026, at 1:15pm

1. **Call to Order**
   Chair Yeater called the meeting to order at 1:15pm.

2. **Roll Call - Present**
   Chair Justin Yeater
   Vice Chair Louisa Andersen
   Commissioner Erik Briscoe
   Commissioner Jeff Carlson
   Commissioner Brian Franzen
   Commissioner Larry Modlin
   Commissioner Christian Schulte
   Absent
   None

3. **Approval of the agenda**
   There were no changes to the agenda, Chair Yeater proceeded with the agenda as published.

4. **Approval of the April 14, 2026, Planning Commission Meeting Minutes**
   Motion by: Commissioner Andersen
   She moved to approve the April 14, 2026, Planning Commission Meeting Minutes as presented.
   Second: Commissioner Franzen
   Vote: Motion passed 7-0

5. **Expedited Item: A public hearing to consider a request to establish zoning for approximately 219.221 acres generally located east of Weld County Road 17, north of Weld County Road 60 and west of State Highway 257 known as the Schmerge Annexation Establishment of Zoning (ZON2026-0002).**
   Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater turned it over to the Commission for action.

   Motion by: Commissioner Andersen
   She moved that based on the application received and the preceding analysis, the Planning Commission finds that the proposed Schmerge Establishment of Zoning, File number ZON2026-0002 meets the required Development Code criteria of Section 24-204.b(1-9); and recommend approval of the H-A (Holding Agriculture) zone district to the City Council.
   Second: Commissioner Schulte
   Vote: Motion passed 7-0

6. **Expedited Item: A public hearing to consider a request to establish zoning for approximately 73.3 acres as part of the Kinnison Annexation, generally located east of 131st Avenue, north of US Highway 34, and west of State Highway 257 (ZON2026-0003).**
Chair Yeater introduced the item as published and asked if the Commission wished to see a presentation. Finding none, he asked if anyone in attendance or online wished to see a presentation. Finding none, Chair Yeater turned it over to the Commission for action.

Motion by: Commissioner Andersen
She moved that based on the application received and the preceding analysis, the Planning Commission finds that the proposed Kinnison Establishment of Zoning, File number ZON2026-0003 meets the required Development Code criteria of Section 24-204.b(1-9); and recommends approval of the H-A (Holding Agriculture) zone district to the City Council.
Second: Commissioner Franzen
Vote: Motion passed 7-0

7. **Staff Report:**
Mr. Jackson shared that there will be no Planning Commission Meeting on May 12, 2026.

8. **Adjournment:**
Chair Yeater adjourned the meeting at 1:20pm.

Work Session

9. **East Greeley Area Plan, Doug May**
Doug May (Principal Planner) introduced the item and their consultant Britt Palmberg from Rick Engineering. Mr. Palmberg proceeded with his presentation.

Commissioner Briscoe asked which specific projects should be prioritized within a three-to-five-year timeframe. Mr. Palmberg stated City staff may wish to weigh in, but he identified two key near-term opportunities: improving multimodal east–west connectivity between East Greeley and downtown and advancing industrial development to the north and east of the city.

Don Threewitt (Interim Community Development Director) reinforced the two primary near-term priorities: reconnecting the Western Sugar area to the city through multimodal links that overcome barriers like the railroad and Highway 85 and advancing industrial development. Efforts are focused on detailed planning to achieve connectivity within two to three years, while also addressing the shortage of shovel-ready industrial sites and securing long-promised electrical infrastructure for the east side. The broader vision includes developing a transitional employment corridor, integrating air, rail, and highway access, extending toward the airport, with early project implementation already underway despite planning delays.

Commissioner Modlin asked as economic development efforts move forward, whether there will be a clearer focus on how projects contribute to the city's revenue stream, shifting attention from private development outcomes to the financial returns received by the city. Mr. Palmberg stated that financial analysis was part of the plan, with the most shovel-ready projects receiving the greatest cost-benefit scrutiny. They noted that the multimodal connection between the Western Sugar area and the Civic Campus, along with the industrial areas to the north and east, would likely receive focused fiscal evaluation.

Commissioner Modlin asked if grant funding was available to support development in these areas, and has that been explored. Additionally, with a project anticipated in the next 18 months, are there funds identified to support this initial phase. Mr. Threewitt explained that much of the East Subarea fell within existing or planned urban renewal districts, allowing tools like tax increment financing to support development. They added that federal, state, and job-creation funding sources were also available, resulting in a diverse mix of funding mechanisms needed to complete these projects. Housing will come at a later date.

Commissioner Andersen asked if the Poudre River Trail is involved in this, and how so. Mr. May indicated that the Poudre River Trail would play a key role in the plan and had been identified as a high priority. They noted that future efforts would include engagement with external agencies and groups, along with exploring opportunities to fund potential trail extensions.

Commissioner Andersen asked whether plans for private property and right-of-way would focus on the north side or the south side. Mr. May stated that the plan would not address specific right-of-way or land negotiations for the Poudre Trail. Instead, it would provide general land use guidance showing the corridor and adjacent conservation areas for recreation and flood management, while coordination with the Poudre Trail would focus on understanding priorities rather than determining exact alignments.

Commissioner Andersen noted that this had already occurred and asked whether the intent was to continue with existing plans, revise them, or discontinue consideration of them altogether. She also noted that existing right-of-way on the north side may need to be revised or reconsidered, potentially requiring negotiations with southern property owners. Commissioner Andersen highlighted significant logistical and cost challenges related to utilities, the 12th Street outfall, and major barriers such as the highway and river crossings for the Poudre River Trail. She added that accommodating the trail could involve complex coordination with CDOT, underscoring the overall complexity of the issue. Mr. May thanked Commissioner Andersen and stated they look forward to working with them to understand their plans and incorporation of their vision into this plan.

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With no other questions or suggestions Chair Yeater ended the work session at 2:07pm.

Justin Yeater – Chair

Don Threewitt – Interim Community Development Director

Kinnison Establishment of Zoning ZON2026-0003

Caleb Jackson, AICP, Interim Planning Manager
Caleb.Jackson@greeleygov.com, 970-631-4525
City Council Meeting – May 19, 2026

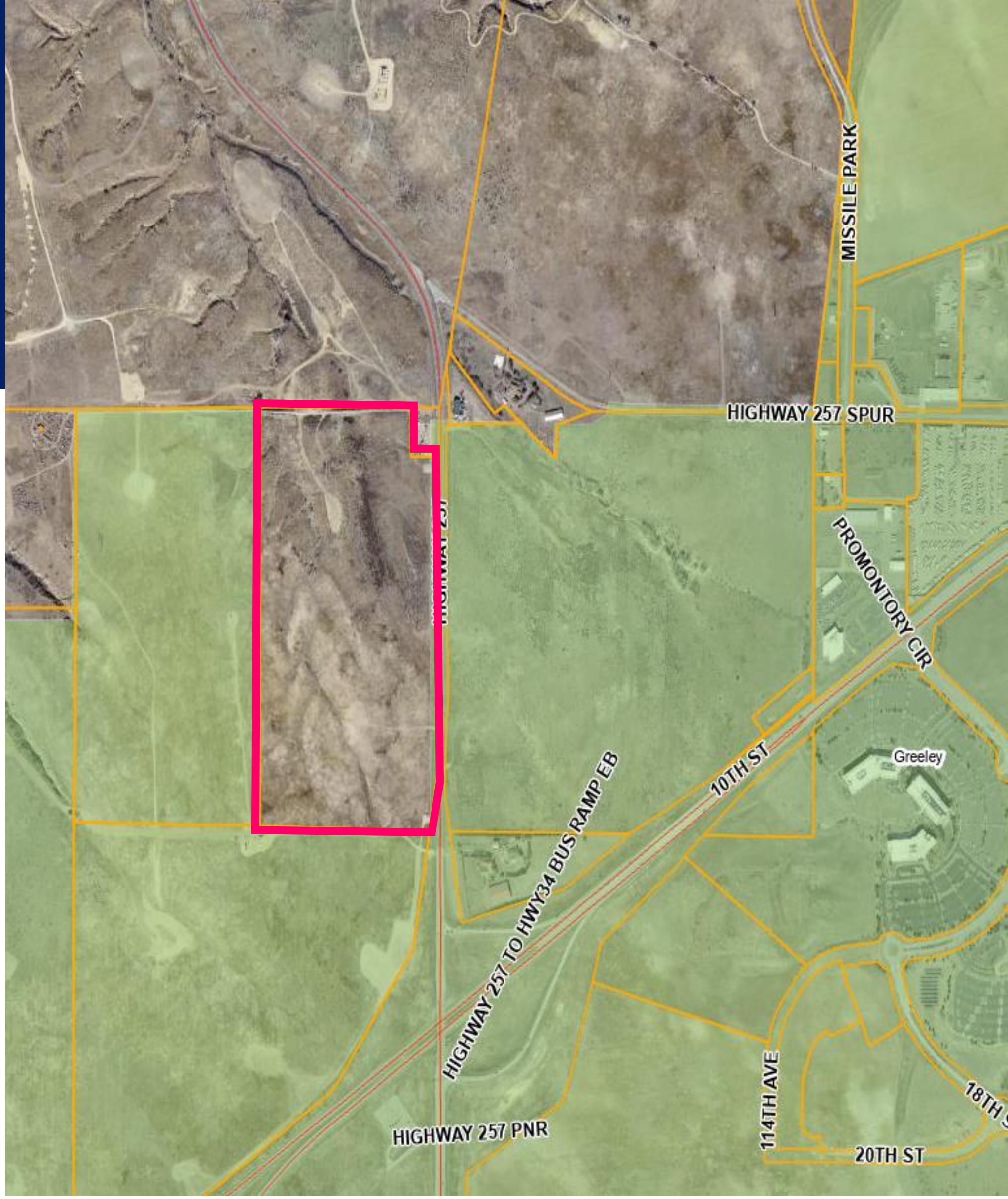
Community Vitality

Agenda

- **Request:**
  - Request to establish zoning as H-A (Holding Agriculture) – ZON2026-0003
- **Background:**
  - Timeline of events leading to city-initiated zoning to H-A
- **Planning Commission Recommendation of Approval**
- **City Council decision to approve an ordinance**

Location

- 73.319 Acres
- North of Highway-34, west of SH-257
- South of Arroyos Del Sol Natural Area
- Sites are currently undeveloped except for P&A oil and gas wells
- Topographic variation, including arroyos



Background

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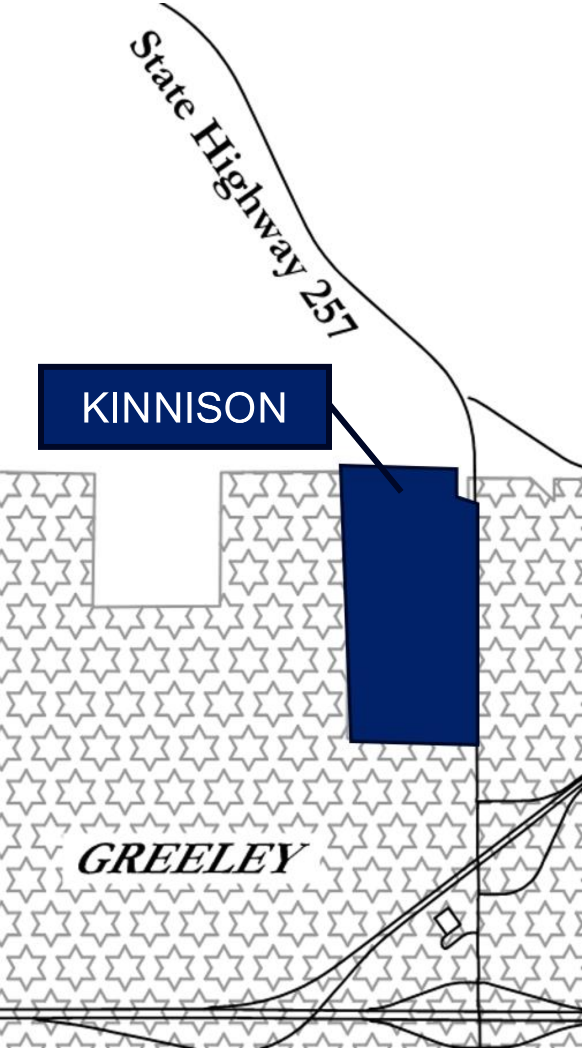
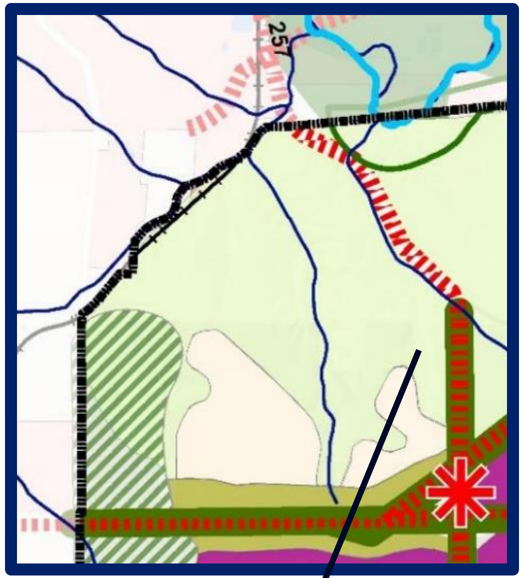
Kinnison Annexation and Cascadia PUD Approved by City Council	Vote to Repeal Cascadia PUD Zoning	Vote Certified, Cascadia PUD Repealed	City Initiated Zoning to H-A to Planning Commission	City Initiated Zoning to H-A to City Council Decision

90 Days to Establish Zoning

Zoning Considerations





BLUFFS

- Annexed property is required to be zoned within 90 days of annexation.
- Development Code allows for City Council to zone an annexed property as H-A.
- H-A can be a “placeholder” zoning until more master planning of the area is underway, or until proposal by applicant.
- Imagine Greeley Comprehensive Plan designations of Bluffs align with H-A.

Establishment of Zoning

Approval Criteria

- Rezone Criteria – 24-204 Nine Criteria Used to Evaluate Rezoning applications
- The proposed Establishment of Zoning is consistent with the criteria as outlined in your Summary

Notification

- 12 Notice letters sent to properties within 1000’
- Public hearing sign posted on the property

Recommendation

- Planning Commission recommends approval (7-0)
- Community Development recommends approval

Thank you

Council Agenda Summary

May 19, 2026
Key Staff Contact: Heidi Leatherwood, City Clerk

Title:

Appointments to Boards and Commissions - Downtown Development Authority, Human Relations Commission and Youth Commission

Summary:

The City's Code and the City Council policies set forth the board and commission appointment and removal provisions. Council appoints board or commission members by written ballot during a council meeting.

Board and commission members may be appointed based on a variety of criteria and may include the following:

- Councilmember(s) recommendations resulting from interviews with each board or commission applicant
- Recommendation from a chair of a board or commission
- Existing board or commission members may continue to serve in their positions until their successors are appointed
- Council will fill a vacant position for the unexpired term of a member whose position becomes vacant

Council appointments are needed due to vacancies and expiring terms for the Downtown Development Authority, the Human Relations Commission and the Youth Commission.

New applicants were interviewed by two council members on May 4, 2026. Interviews are conducted on a monthly basis by two council members for applicants who have applied to fill open vacancies or expiring terms.

Fiscal Impact:

Does this item create a fiscal impact on the City of Greeley? No

Legal Issues:

The City Attorney's Office reviewed the applications and advised of potential conflicts of interest. It should be noted that there is a possibility that the applicants currently serve as a volunteer on a board or commission besides the one they are applying to. It is also important to point out to the applicants that there are always potential conflicts that exist with business and investments, current jobs or relatives and family members coming before the Board or Commission. Should such conflicts arise, the Board or

Commission member simply recuses themselves from that particular item. Such a potential conflict does not preclude anyone from serving on a Board or Commission in general, just that particular agenda item.

Other issues and Considerations:

None

Strategic Focus Area:

Business Growth
Community Vitality
High-Performance Government
Housing For All
Infrastructure and Mobility
Quality of Life
Safe and Secure Communities

Decision Options:

1. Appoint or reappoint the individuals to serve on an applicable board or commission
2. Direct staff to re-advertise applicable vacancy

Council's Recommended Action:

No motion is necessary. The City Council's Policies and Protocol authorize appointment of Board and Commission members by written ballot, which can be used in lieu of a motion or voice vote for individual or multiple appointments. This policy was adopted by Council as a time-savings measure. Accordingly, a ballot is attached for Council's use in making appointments. Candidates receiving a majority vote (at least 4 votes) are appointed with no further action needed by Council.

Attachments:

1. Sample Ballot

City of Greeley
Boards & Commissions
Appointment Ballot
May 19, 2026

Applicants for the boards and/or commissions listed below are in alphabetical order and recommendations from the interview team are shown in bold. Virtual interviews are customarily held on the second week of each month, and appointments are decided during the second City Council meeting (third week of the month).

********** BALLOT **********

Downtown Development Authority
1 Position: 4 Year Term
____ **KENT HENSON**
____ (Recruit for Additional Applicants)

Human Relations Commission
2 Positions: 3 Year Term
____ Louisa Andersen
____ **JORDAN MILLER**
____ (Recruit for Additional Applicants)

Youth Commission
7 Positions: 2 Year Term
____ **ASHLYN CRAIG (I)**
____ **ALEXANDRE REYES (I)**
____ **LILLIAN RUSSELL**
____ (Recruit for Additional Applicants)

Comments:
(I) = Incumbent

Council Agenda Summary

May 19, 2026
Key Staff Contact: Kelli Johnson, Deputy City Manager of Community Vitality

Title:
Motion to go into Executive Session to discuss the purchase and transfer of real estate, receive instructions regarding negotiations, and if necessary, receive legal advice related to the Civic Campus project and associated intergovernmental and development negotiations

Summary:

The Executive Session will focus on discussions related to the Civic Campus project, including ongoing negotiations and coordination efforts associated with the School District 6 land trade, partner agreements, development considerations, and related project timing implications. Staff will seek direction and instructions from the Council regarding land acquisition and disposition, negotiation parameters, potential impacts associated with project timing, partner coordination, and related financial and legal considerations.

Discussion may also include legal implications associated with ongoing negotiations and potential actions related to project partners and agreements.

Fiscal Impact:
If approved, will this item result in a positive, negative, or no impact on the budget? Potentially. Discussions may include financial implications associated with project timing, partner agreements, reimbursement eligibility, and ongoing development negotiations.

Legal Issues:
None

Other issues and Considerations:
None

Strategic Focus Area:
High-Performance Government

Decision Options:
1. Approve the motion as presented; or
2. Amend the motion and approve as amended; or
3. Deny the motion; or
4. Continue consideration of the motion to a certain date.

Council's Recommended Action:

A motion to go into executive session to discuss the purchase and transfer of real estate and to receive instructions regarding negotiations, as provided for in C.R.S. § 24-6-402(4)(a) and § 24-6-402(4)(e)(I) and Greeley Municipal Code § 2-151 (a)(1) and § 2-151 (a)(5); and if necessary to receive advice from the City Attorney related to these matters as provided for in C.R.S. § 24-6-402(4)(b) and Greeley Municipal Code § 2-151(a)(2).

Attachments:

None

Council Agenda Summary

Title:

Motion authorizing the City Attorney to prepare any required resolutions, agreements, and ordinances to reflect action taken by the City Council at this meeting and any previous meetings, and authorizing the Mayor and City Clerk to sign all such resolutions, agreements, and ordinances

Council Agenda Summary

Title:

Scheduling of Meetings, Other Events

Summary:

During this portion of the meeting the City Manager or City Council may review the attached Council Calendar or Planning Calendar and Schedule for City Council Meetings and Work Sessions and make any necessary changes regarding any upcoming meetings or events.

Attachments:

Council Meetings and Other Events Calendar
Council Meeting and Work Session Schedule

Council Meetings and Other Events Calendars

May 17 – June 13, 2026

Tuesday, May 19, 2026

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Wednesday, May 20, 2026

- Water & Sewer Board Meeting 2 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

- Leadership Weld County Graduation 4:30 p.m. Greeley Country Club (4500 W 10th St, Greeley, CO 80634)

Thursday, May 21, 2026

- Downtown Development Authority 7:30 a.m. (802 9th Street, Greeley CO 80631)

- Airport Authority 3:00 p.m. Greeley-Weld Airport (600 Airport Road, Greeley CO 80631)

- Historic Preservation Month Event 5 p.m. Greeley Creative Arts Center (702 13th Street, Greeley, CO 80631)

Monday, May 25, 2026

- 2026 Memorial Day Event and Proclamation 9 a.m. Linn Grove Cemetery (1700 Cedar Ave, Greeley, CO 80631)

Tuesday, May 26, 2026

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Tuesday, June 2, 2026

- City Council Meeting 6 p.m. City of Greeley Council Chambers (1001 11th Ave Greeley CO 80631)

Thursday, June 4, 2026

- Island Grove Advisory Board 3:30 p.m. (600 N. 14^{th} Ave Greeley CO 80631)
- North Front Range MPO Meeting 6 p.m. Fort Collins Colorado River Community Room (222 LaPorte Avenue Fort Collins, CO 80521)

Tuesday, June 9, 2026

- City Council Work Session Meeting 6 p.m. City of Greeley Council Chambers (1001 11^{th} Ave Greeley CO 80631)

2026 Council Meeting/Work Session Agenda Items Schedule

	05/11/2026		
	This schedule is subject to change		
May 26, 2026 City Council Work Session			
	2027 Budget Update - Allena and departments	Nathan Mosley	WS
	MERGE Update	Bret Naber	WS
	Poudre River Restoration	Leah Hubbard/Jill Krantz/Kelen Dowdy/Brian Hathaway	WS
	Civic Campus Update (Hold)	Kelli Johnson	WS
June 2, 2026 CIty Council Meeting			
	Minutes - May 5, May 12 WS, May 19 RM	Heidi Leatherwood	Consent
	Resolution - IGA GURA Reimburse 10th street intervention project	Don Threewitt	
	Intro & 1st Rdg Ord - Great Western Industrial Park Annexation No. 1 - 15	Michael Franke/Don Threewitt	Consent
	Intro & 1st Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Consent
	311 Update	Kylie Jackson/Sara Martinez	Regular
June 9, 2026 City Council Work Session			
	Water and Sewer Board Interviews	Jennifer Middleton	WS
	2027 Budget Update Kelli and departments	Nathan Mosley	
	Sign, Landscape, Development Code Update	Caleb Jackson/Buxton Demers	
June 16, 2026 City Council Meeting			
	Intro & 1st Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	
	Intro & 1st Rdg Ord - amending Title 16, Chapter 1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Consent
	PH & 2nd Rdg Ord - Great Western Industrial Park Annexation No. 1 -15	Michael Franke/Don Threewitt	Regular
	PH & 2nd Rdg Ord - Great Western Industrial Park Zoning No. 1 - 15	Michael Franke/Don Threewitt	Regular
	B&C Appointments	Jennifer Middleton	Regular
June 23, 2026 City Council Work Session			
July 7, 2026 City Council Meeting			
	Minutes - June 9 WS; June 16 Regular Meeting	Heidi Leatherwood	Consent
	Minutes - May 26 WS; June 2 Regular Meeting	Heidi Leatherwood	Consent
	Resolution - Reimbursement 2026 Stormwater Bonds	Robert Miller	Consent
	Resolution - Homeless Solutions Department Grant Award and Spending Authority Olmstead Grant 2026-2027	Mandy Shreve	Consent
	Intro & 1st Rdg Ord - Downtown Civic Campus Certificates of Participation 2026 (tentative)	Robert Miller	Consent
	Intro & 1st Rdg Ord - Appropriation 3 of 2026 (tentative)	Nathan Mosley	Consent
	Intro & 1st Rdg Ord - Westside Area Plan	Caleb Jackson	Consent
	Intro & 1st Rdg Ord - Form-Based Code Update	Caleb Jackson	Consent
	Intro & 1st Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	Consent
	PH & 2nd Rdg Ord - amending Title 16, Chapter1, and Title 20, Chapter 3 references to City Hall	Kelli Johnson	Regular
July 14, 2026 City Council Work Session			
	2027 Budget Update Bret and Departments, CAO	Nathan Mosley	WS
	2027 Budget Update Kimberly and departments	Nathan Mosley	
July 21, 2026 City Council Meeting			
	Minutes - June 23 WS; July 7 Regular Meeting	Heidi Leatherwood	Consent
	PH & 2nd Rdg Ord - Westside Area Plan	Caleb Jackson	Regular
	PH & 2nd Rdg Ord - Form-Based Code Update	Caleb Jackson	Regular
	PH & 2nd Rdg Ord approving Contractor Licensing- Roofing and Building	Matt Wagy	Regular
	PH 2nd Rdg Ord -Downtown Civic Campus Certificates of Participation 2026 (tentative)	Robert Miller	Regular
	PH & 2nd Rdg Ord - Appropriation 3 of 2026 (tentative)	Nathan Mosley	Regular
	B&C Appointments	Jennifer Middleton	Regular

City of Greeley Colorado

Council Agenda Summary

Title
Adjournment